EXHIBIT B

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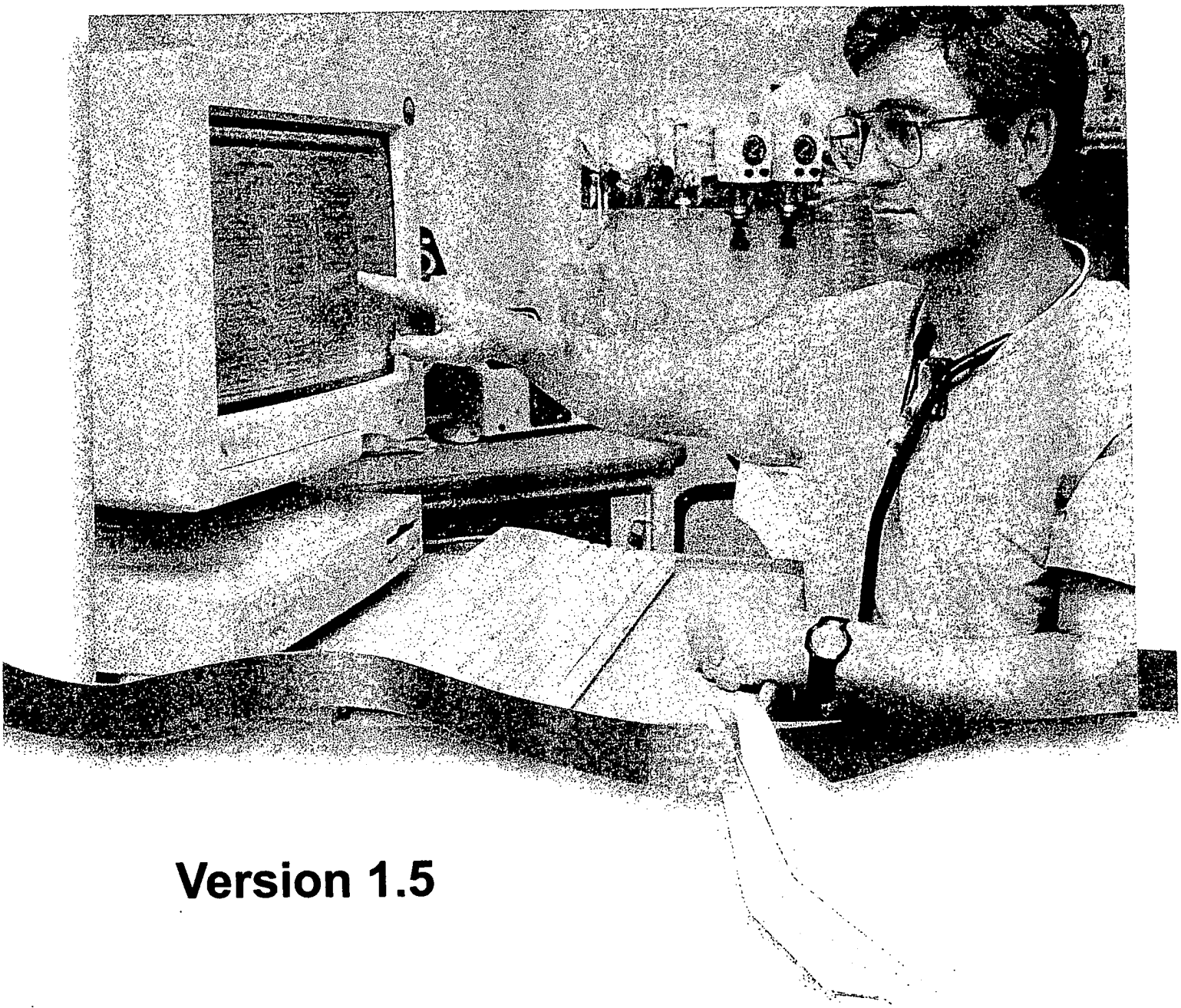
TeleMed

System Manager's Guide



Version 1.5

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System Manager's Guide

TeleMed™

Version 1.5

RLIS, Incorporated

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Chapter 1: Managing the TeleMed System

Security

Security Overview

In order to maintain TeleMed system's security protocol, prudence dictates that we not publicize how security is maintained. Suffice it to say, your TeleMed system has utilized a combination of security measures designed to meet your individual operation's security needs. These measures include some or all of the following:

- Modem security features of NT Server (callback, password, encryption or silent modems)
- Commercial firewall products
- Password schemes (multiple very long passwords, frequently automatically changing passwords, one-time-use passwords, etc.)
- NT's system level security (up to the C2 level of security required by many government agencies)

Your TeleMed installer coordinated with your hospital's MIS representative on actual security configuration for your TeleMed system. Upon completion of the TeleMed installation, your operation was provided a *TeleMed Installation Specification* that describes how system security was implemented.

Telephone Access Security

The TeleMed system can accept *transcription file returns* and maintenance access by phone. The only function allowed by TeleMed during transcription access is the deposit (upload) of transcription files.

Maintenance/support dial-in access is controlled by a combination of operating system security features and firewall products which prevent unauthorized access by using sophisticated techniques that include some or all of industry standard security schemes previously listed.

TeleMed System Application Security

Access to the TeleMed system application is restricted to individuals whose names have been entered, in advance, to the list of eligible active users. Each of these users must also enter a private password, which grants access to components of the software appropriate for that user. (For example, only the physician may edit his or her own portion of the record. Nursing notes are similarly proprietary.) After a certain period of inactivity, terminals revert to a "locked" status which requires re-entry of passwords, etc. in order to function.

TeleMed Data Security

[TBS]

Data

Storage and Archive Locations

Upon completion of the TeleMed installation, your operation was provided a *TeleMed Installation Specification* that describes where your TeleMed system's data is stored and archived (backed-up).

TeleMed Data System Features

- The TeleMed system is built on an X-Base data structure which allows other "off the shelf" database products to query and create other "operation specific" reports.
- The TeleMed system operates on a Windows NT operating system (version 4.0 or higher) thus providing an industry standard operating system and network platform.
- The TeleMed system is Network Operating System (NOS) independent allowing flexibility for future information system iterations.
- The TeleMed system supports Structured Query Language (SQL) based query of patient medical data supporting industry standard data exchange interface.
- The TeleMed system utilizes "Rushmore" search optimization technology to meet system response demands of a Level I Trauma Center.

Data Links To Other Hospital Information Systems

Your TeleMed installer coordinated with your hospital's MIS representative on actual security configuration for your TeleMed system. Upon completion of the TeleMed installation, your operation was provided a *TeleMed Installation Specification* that describes how system security was implemented.

Printers & Printing

Printer Configuration

TeleMed is a Windows (NT 4.0 or 95) application and conforms to Windows NT 4.0 client-server printer sharing features. Your TeleMed system printer(s) can be configured to operate as directly connected network interface print devices or via a print server.

Windows NT 4.0 Print Manager takes care of all printer maintenance (at an operating system level).

Your TeleMed installer tailored your printer configuration to meet your ED and system management needs. Upon completion of the TeleMed installation, your operation was provided a *TeleMed Installation Specification* that describes how printer management was implemented.

Printing with TeleMed

TeleMed provides its own printer interface. This interface allows for a variety of record and report printing. Refer to your *TeleMed User's Guide* index (*Printing*) for instructions on how to access these print functions.

Managing The TeleMed System

Management demands of TeleMed Servers differs for each installation. This section provides a general description of common system management activities.

Backup

[TBS]

System Startup

Typically, TeleMed is configured to startup automatically upon NT Workstation and Server restart. Some personalized workstations may not have TeleMed configured to auto start.

TeleMed Updates/Upgrades

RLIS distributes quarterly updates of TeleMed to their Warranty and Support customers. These distributions include

- **Maintenance Releases** are minor software enhancements.
- **Quarterly Updates** are provided to implement changes in prescription, standard forms or medical information. These updates will be distributed in the following months: January, April, July, October. Quarterly Updates must be installed within 45 days of distribution.

  WARNING: Failure to implement Quarterly Updates within the 45 day time period will result in automatic shutdown of the prescription and medications components of the TeleMed system.

NOTE: In the interest of practicing good medicine, these quarterly updates address: pharmaceutical database updates, 3rd party licensing terms, medical knowledge base updates and other enhancements as required for prudent medical practice.

- **Periodic Upgrades** are distinctly new versions of TeleMed and are included in all TeleMed Service options (Platinum, Gold and Silver). These upgrades update all the TeleMed licensed products currently installed on your TeleMed system.
- **Functional Upgrades** are upgrades for separate optional TeleMed functions. These upgrades are sold as separately licensed TeleMed modules. Once purchased and installed, these functional upgrades are updated through periodic upgrades.

Each quarterly update will contain installation instructions.

Your TeleMed installer tailored your TeleMed system to meet your ED and system management needs. Upon completion of the TeleMed installation, your operation was provided a *TeleMed Installation Specification* that describes a recommended TeleMed/NT system management schedule.

Strategies For Maintaining TeleMed System Performance

All TeleMed systems are installed with a suite of Windows NT specific system/disk utilities geared toward optimizing operating system performance and reliability. This section is not intended to be a "how to" on NT performance optimizations. We do wish to emphasize the importance of the background defragmentation utility deployed with TeleMed system disk drives and files. The following section (Defragmentation) contains excerpts from a white paper[1] that describes the effects of defragmentation on NT system performance.

Defragmentation:

Background: The Windows NT File System (NTFS) was created specifically for use with the Windows NT Operating System. NTFS is a recoverable, secure, reliable and efficient file system which supports client-server systems.

NTFS keeps track of the contents of a volume in a file called the Master File Table (MFT). The MFT consists of an array of file records, with each file usually represented in the MFT by one file record. If, however, a file has a large number of file attributes, such as security information, or becomes highly fragmented, more than one file record may be needed. As more files and file records are added to a volume, the MFT may need to expand to accommodate more file records. The ability of the MFT to expand is part of the way NTFS supports large disks with large numbers of files. As the MFT expands, it may also fragment across the disk. It should be noted that once the MFT expands it will not shrink, but as files are deleted from the volume, unused file records become available for use by NTFS as new files are subsequently added.

---

[1] authored by Executive Software (makers of Diskeeper). The complete report can be found on Executive Software's web site (www.execsoft.com).

The tests clearly show that performance of NTFS suffers from fragmentation of files and free space. The degree of performance degradation is substantial when the volume is mildly fragmented and worsens steadily as fragmentation increases. As can be seen in all the tests, defragmentation of files and free space significantly restores system performance. In fact, defragmenting the volume almost completely restores disk performance to pre-fragmentation levels.

Comparison of the defragmented volume to the control volume does show, however, that even completely defragmenting files cannot fully restore the performance lost because of fragmentation. This is because of the fragmentation of the Master File Table. The amount of time to read and write files to the volume did not return to pre-fragmentation levels, even when transfer rates did. This shows that a fragmented Master File Table requires additional reads from the volume and shows that keeping a disk volume defragmented from the time it is initialized is very important. Failure to keep an NTFS disk volume defragmented will result in progressively slower file operations. If allowed to continue so long that the Master File Table itself becomes fragmented, this can result in a volume that cannot be restored to full performance even with complete defragmentation.

Testing indicates that fragmentation is a major factor in the performance of a Windows NT system. Defragmentation of an NTFS volume, especially one that has been in use for some length of time, can be expected to substantially improve the overall responsiveness of the system.

Your TeleMed installer tailored your Windows NT system/disk utilities to meet your ED and system management needs. Upon completion of the TeleMed installation, your operation was provided a *TeleMed Installation Specification* that describes how printer management was implemented.

Chapter 2: Configuring the TeleMed System

TeleMed Tasks And The Typical Roles That Perform Them

The following chart lists some of the typical roles and associated tasks they can perform with TeleMed.

	Doctor	Nurse	Tech	Clerk	Comment:
Enter New Patient	•	•			
View Clinical Summaries	•	•			
Edit Doctor Drug Preferences	•				
Create Prescriptions	•				
Order Medications	•	•			
Order Therapeutics	•	•			
Generate Reports	•	•		•	
Quit Program	*				Optional
Edit Users	*				Optional
System Manager	*	*			Optional
Delete Insurance Plans	*				Optional
Edit Prephrased Text	*				Optional
Sign Physician Med. Record	*				Optional
Sign Nurse Medical Record		*			Optional

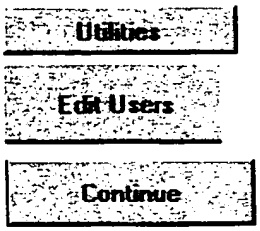
Table 1: Typical TeleMed Tasks & Roles Chart

NOTE: The tasks that an individual is authorized to perform in TeleMed are driven by your medical operation's policies and procedures. This chart is intended to familiarize those new to TeleMed and is not intending to influence your medical operation's policies or procedures.

TeleMed Account Management

Accessing User Rights Screen

From the "Active Patient List" screen



1. Click the Utilities button.
2. Click on the Edit Users button.
3. Enter your password in the password prompt window
4. Click on the Continue button.

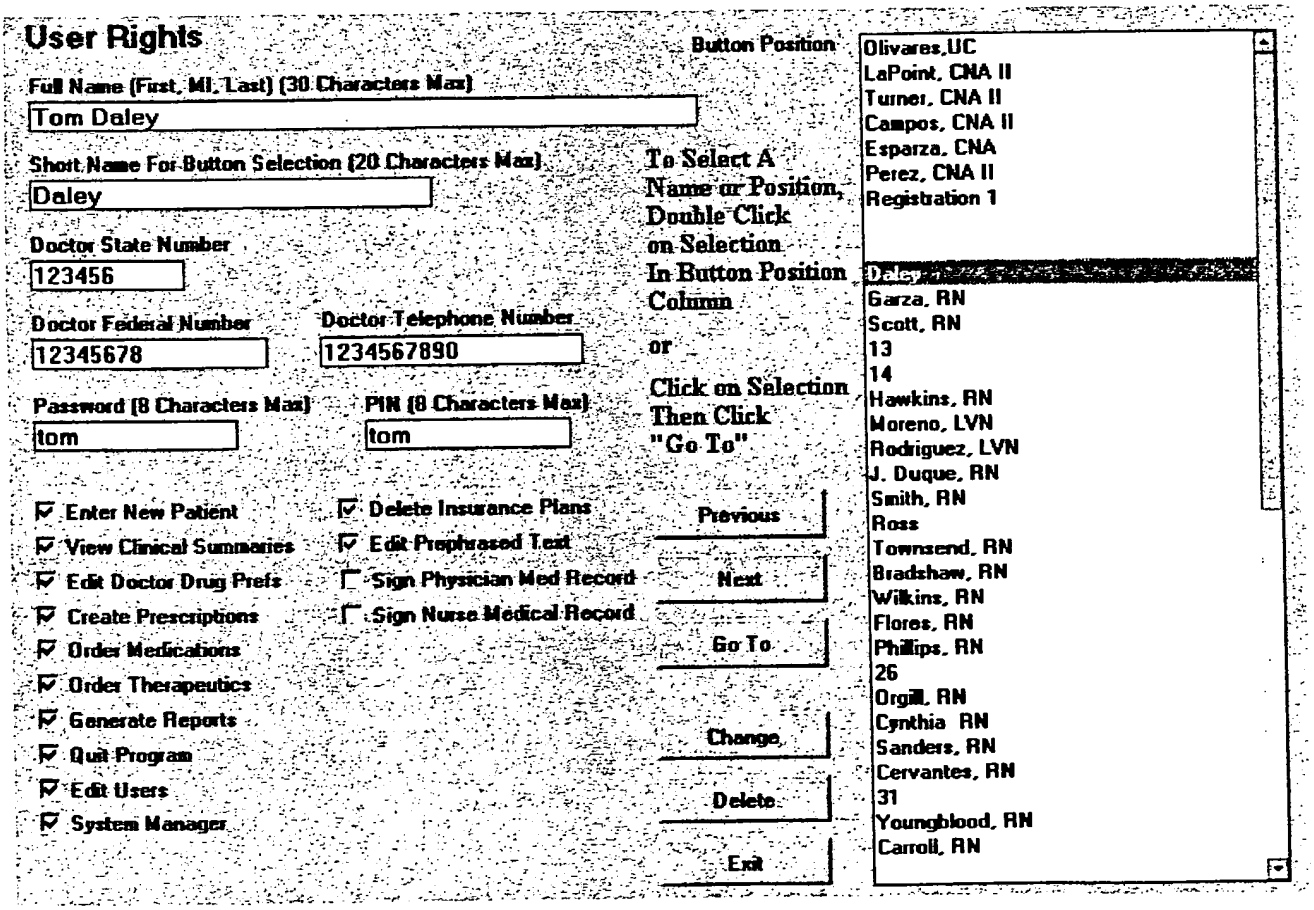


Figure 1: User Rights

(Image: user-rights-er0157.bmp)

Accessing User Rights Screen (continued)

Note:

- On the right is a list of all current users.
- The **Full Name** is the name displayed in most places and printed.
- The **Short Name** is the name displayed on the user list and the log on buttons.
- The **Password** is limited to eight characters and is not case sensitive.
- The boxes in the lower left are user rights.
  - Selecting **System Manager** automatically checks several boxes (as shown in Figure 1: User Rights and Figure 2: Default System Manager Rights).
- After additions or changes are made, the Change button must be selected to store the changes.

Creating/Modifying TeleMed User Accounts

From the "User Rights screen"

1. Select the account name from the user list at the right of screen

2. Click the Go To button. (or Double-click in account name)
3. Click on check boxes and modify form fields as appropriate.

4. After entries are made, click the Change button must be selected to store the changes.

5. Click the Exit button to return to the Utilities screen

6. Click on the Return to Program button to log back into TeleMed.

Deleting TeleMed User Accounts

From the "User Rights screen"

1. Select the account name from the user list at the right of screen. You can use the Previous / Next buttons or click directly on the account name.

2. Click the Go To button. (or Double-click in account name)

3. Click on Delete button. This will delete (blank out) all fields and check boxes except the **Short Name**. The **Short Name** entry field will revert to a default entry number with no rights. Modify this null account as appropriate

4. Click the Exit button to return to the Utilities screen

5. Click on the Return to Program button to log back into TeleMed.

Tips and Hints: TeleMed Account Management

- System Manager privileges are assigned to a user much like one is granted privileges to "Generate Reports" (refer to Table 1: Typical TeleMed Tasks & Roles Chart).
- When the "System Manager" rights box is selected several boxes are automatically checked (selected):

☒ Enter New Patient
☒ View Clinical Summaries
☒ Edit Doctor Drug Preferences
☒ Create Prescriptions
☒ Order Medications
☒ Order Therapeutics
☒ Generate Reports
☒ Quit Program
☒ Edit Users
☒ System Manager
☒ Delete Insurance Plans
☒ Edit Prephrased Text
☐ Sign Physician Med. Record
☐ Sign Nurse Medical Record

Figure 2: Default System Manager Rights

Managing the TeleMed Phone Directory

TeleMed's "Phone Directory" function allow you to quickly enter, modify and retrieve any referral, consultant, service or other medical organization from a common interface.

Creating a Phone Directory Entry

From the "Active Patient List" or "Medical Information" screen

1. Click the Phone Directory button at the right of screen.

2. Click on the New - Add button.

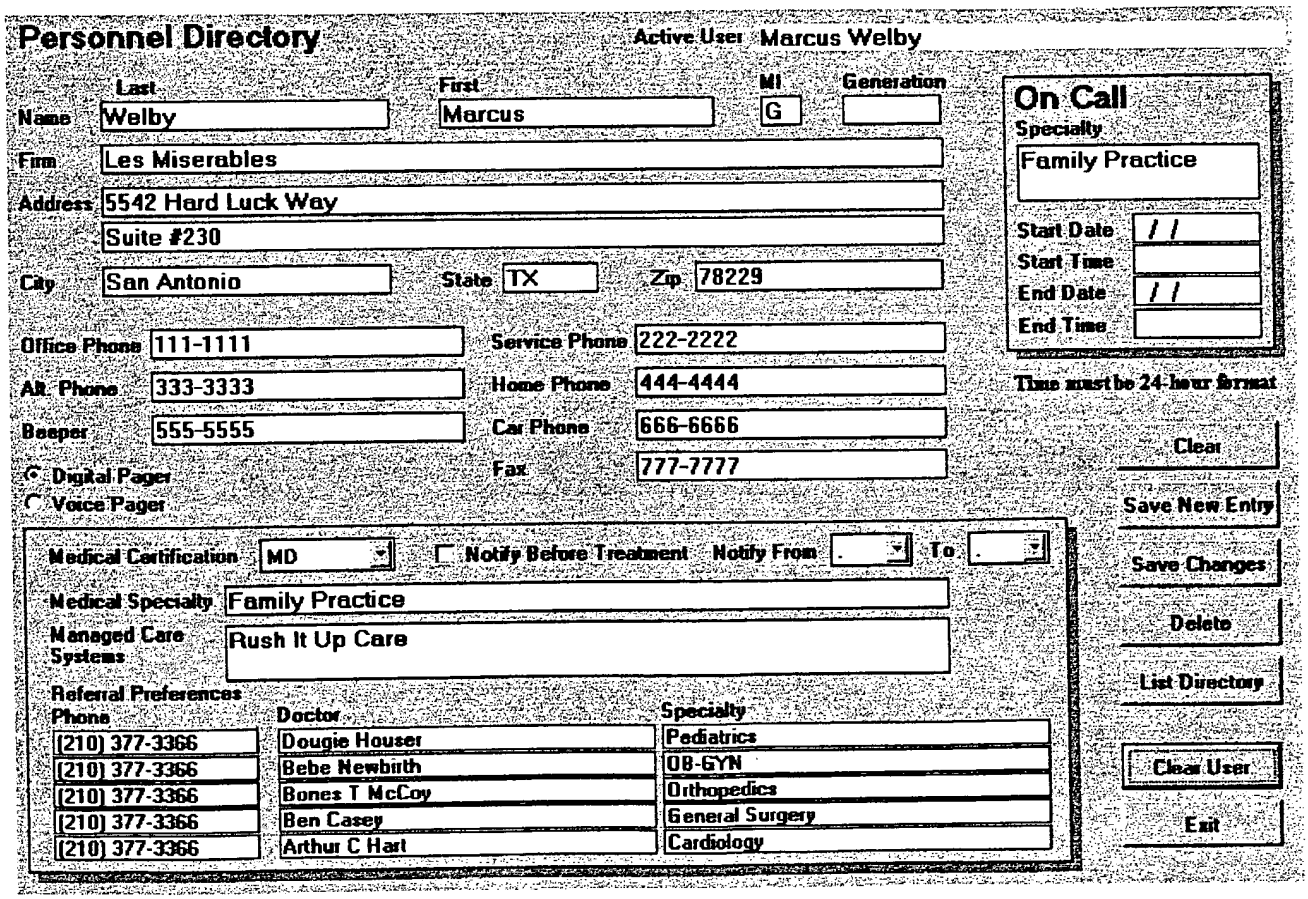
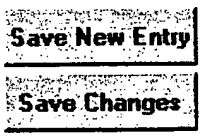


Figure 3: Personnel Directory

(Image: personnel-directory-er0132.bmp)

3. Click on check boxes and complete form fields as appropriate.



or

4. Click on the Save New Entry (end then click on the Exit button)

   or just click on the Save Changes button at the right of screen.

Modifying a Phone Directory Entry

From the "Active Patient List" or "Medical Information" screen

1. Click the Phone Directory button at the right of screen.

2. Click on the Show Detail button. This will open the Personnel Directory screen (refer to Figure 3: Personnel Directory, page 17).
3. Click on check boxes and modify form fields as appropriate.

4. Click on the Save Changes button at the right of screen.

Deleting a Phone Directory Entry

From the "Active Patient List" or "Medical Information" screen

1. Click the Phone Directory button at the right of screen.

2. Click on the Show Detail button. This will open the Personnel Directory screen (refer to Figure 3: Personnel Directory, page 17).

3. Click on the Delete button at the right of screen. (the Delete Entry warning window will pop up)

4. Click on the Delete button in the Delete Entry warning window.

Tips and Hints: Phone Directory Entries

- If you ever need to enter two separate directory entries for one person (or organization), use the Save New Entry button. This will allow you to maintain reuse any common information without retyping.

Managing Custom Prescription Menus

Creating Custom Prescription Menus

From the "Active Patient List" screen

1. Click the Utilities button.

2. Click on the Edit Doctor Drug Prescription Pref. List button.

3. Enter your password in the password prompt window
4. Click on the Continue button.

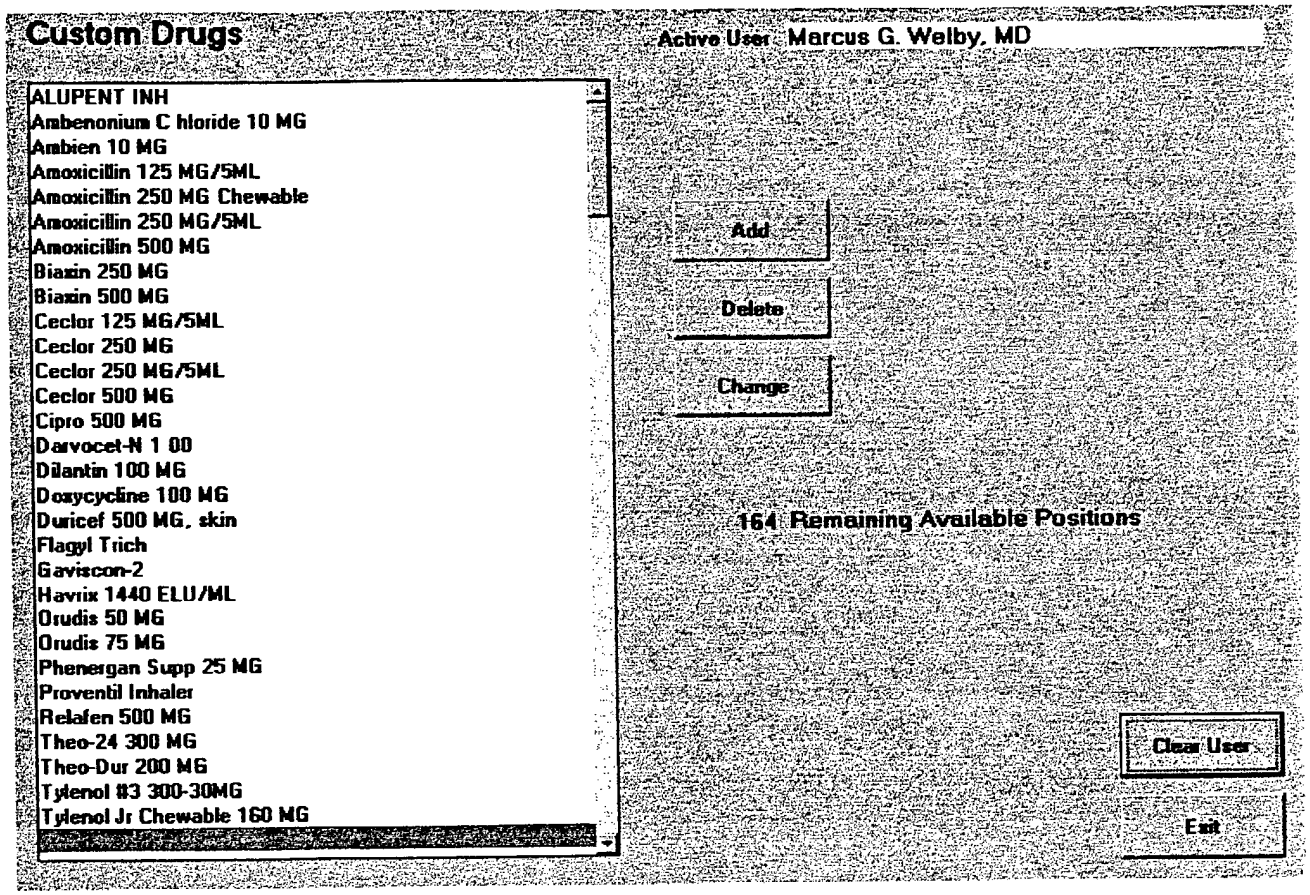


Figure 4: Custom Drugs (prescription menu)

(Image: custom-drugs_prescription-er0134.bmp)

5. Click the Add button.

Creating Custom Prescription Menus (continued)

Option 1: By Drug Name

6. Enter the first two (or more) letters of the drug name.

7. Click on the Find button.

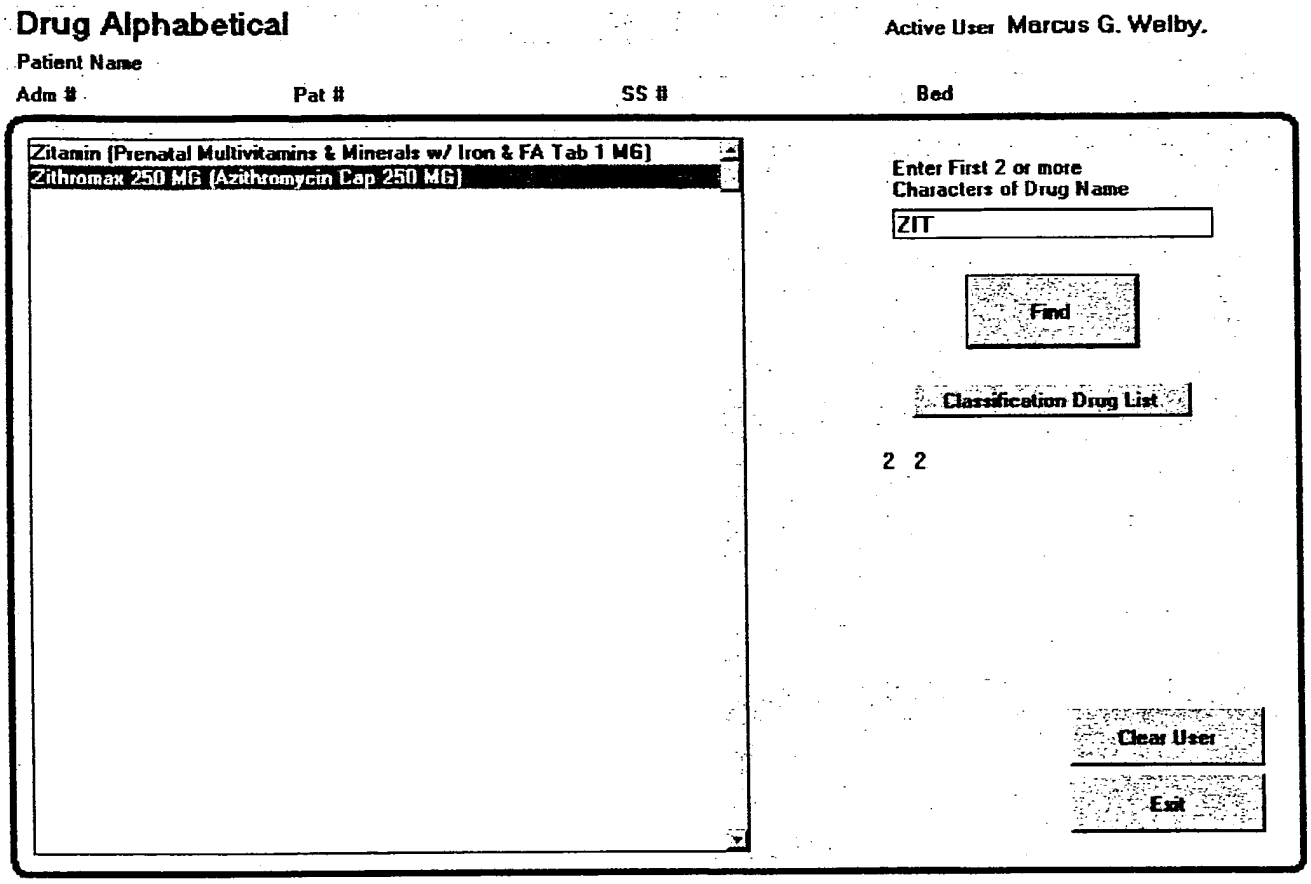


Figure 5: Drug Alphabetical

(Image: drug-alphabetical_zit-er0139.bmp)

8. Select (***Double click***) the drug.

Creating Custom Prescription Menus (continued)

Option 1: By Drug Name (continued)

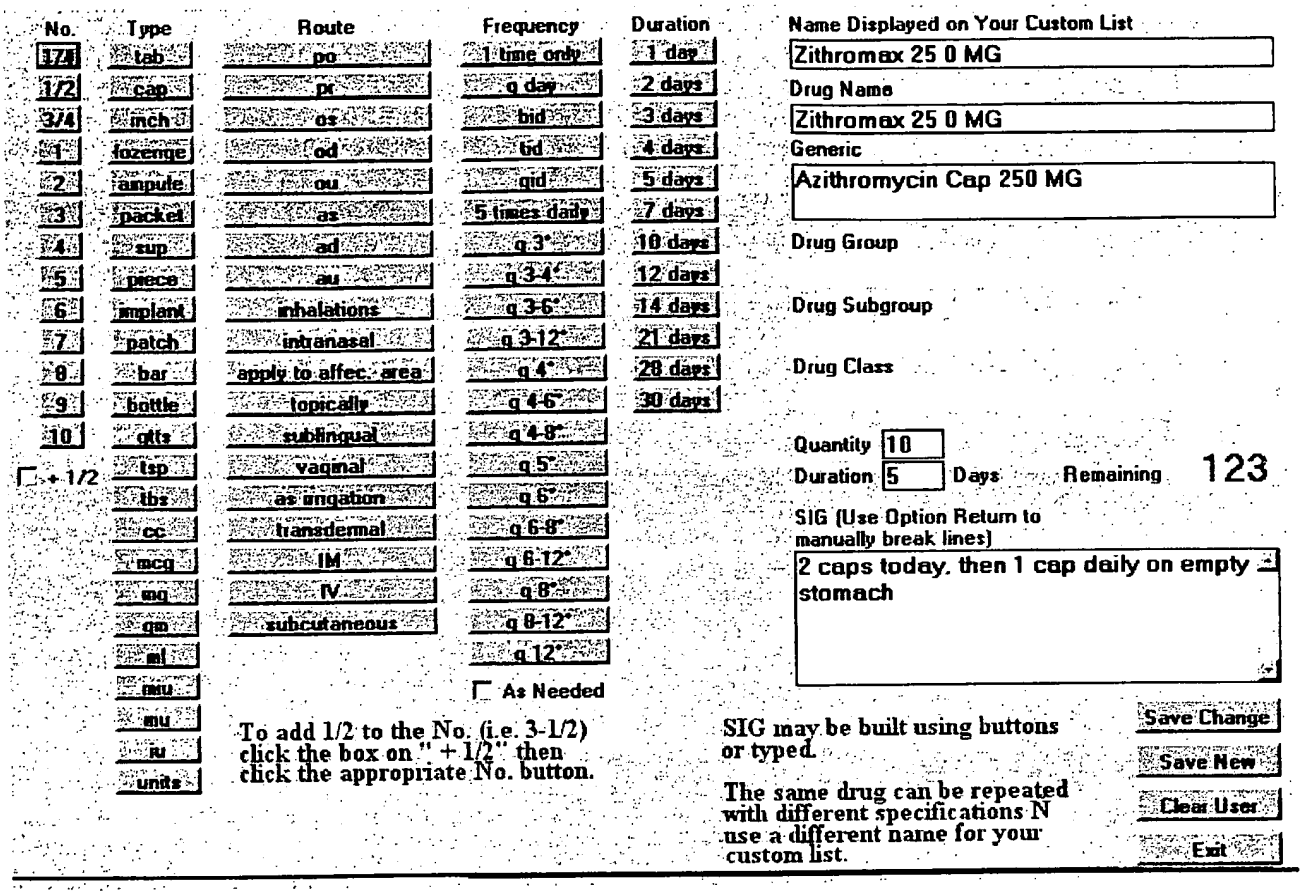


Figure 6: Zithromax 250 Drug Screen

(Image: zithromax_250-er0149.bmp)

9. Edit the display name, drug name, generic, quantity, duration and SIG fields as required.

Save New

10. Click the Save New. (returns to custom drug list)

Exit

11. Click the Exit button.

Creating Custom Prescription Menus (continued)

Option 2: By Drug Classification

Classification Drug List

6. Click on the Classification Drug List button.

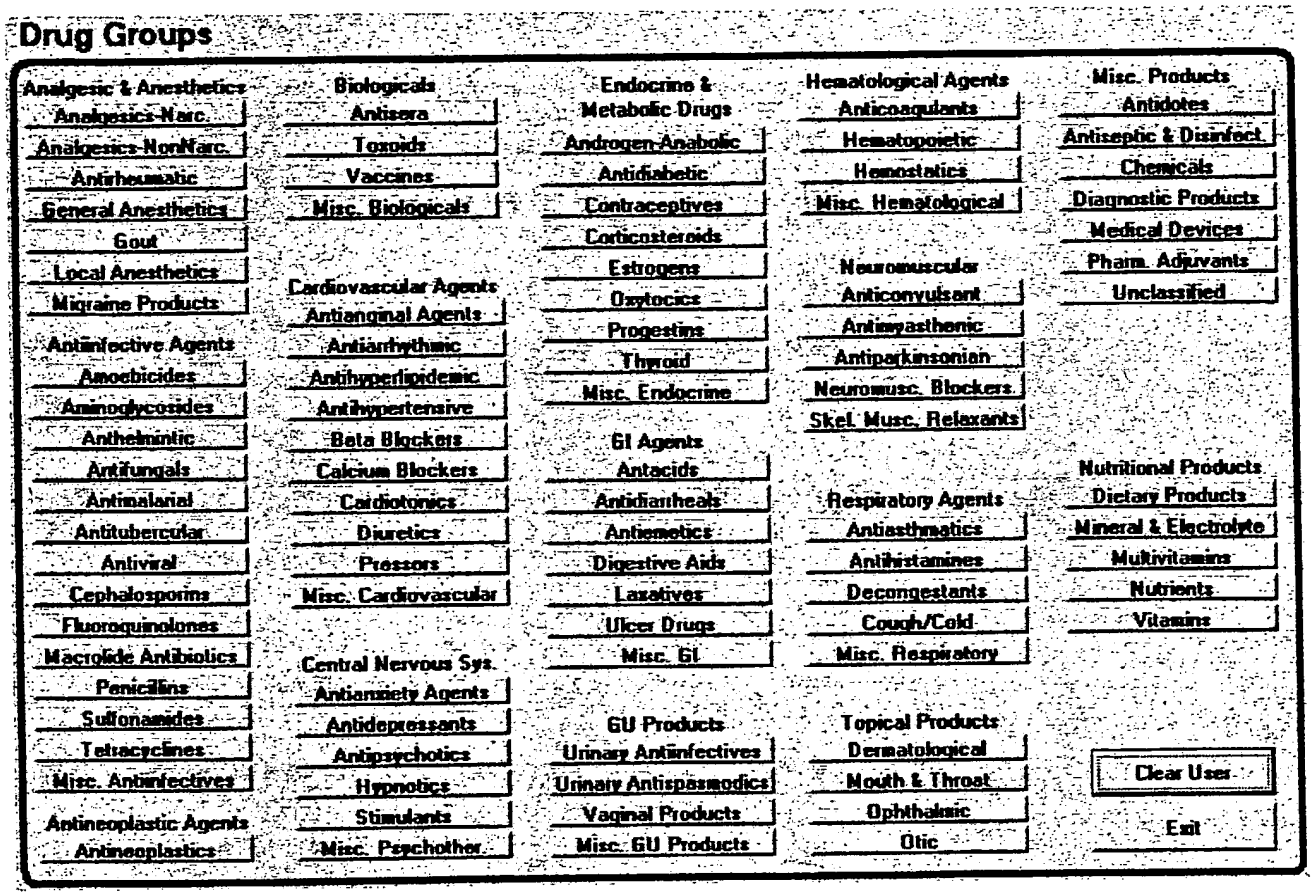


Figure 7: Drug Class

(Image: drug-groups-er0141.bmp)

7. Click on the appropriate drug group button.
(ex. Macrolide Antibiotics)

Creating Custom Prescription Menus (continued)

Option 2: By Drug Classification(continued)

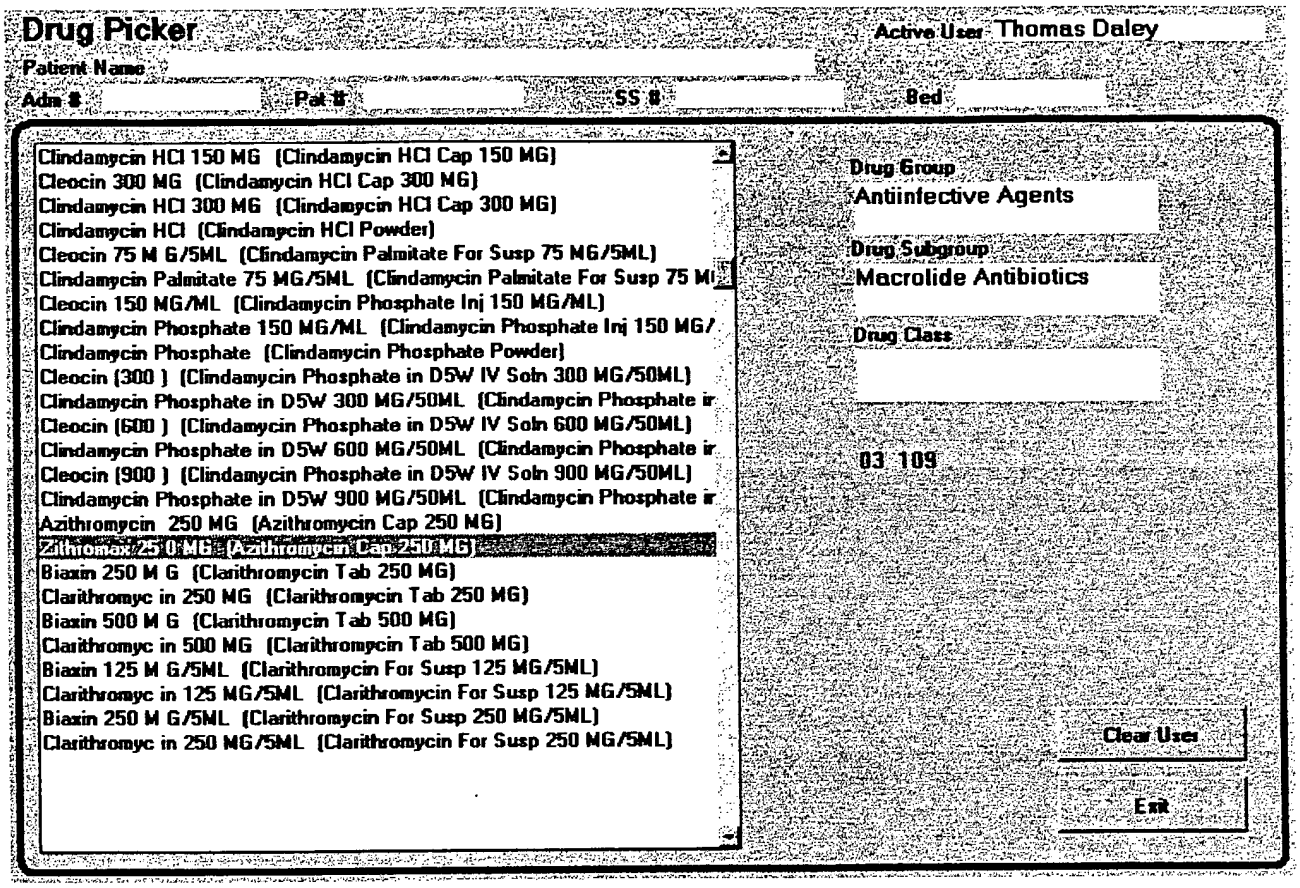


Figure 8: Drug Picker

(Image: drug-picker_zit-er0143.bmp)

8. Select (***Double click***) the drug.

Creating Custom Prescription Menus (continued)

Option 2: By Drug Classification (continued)

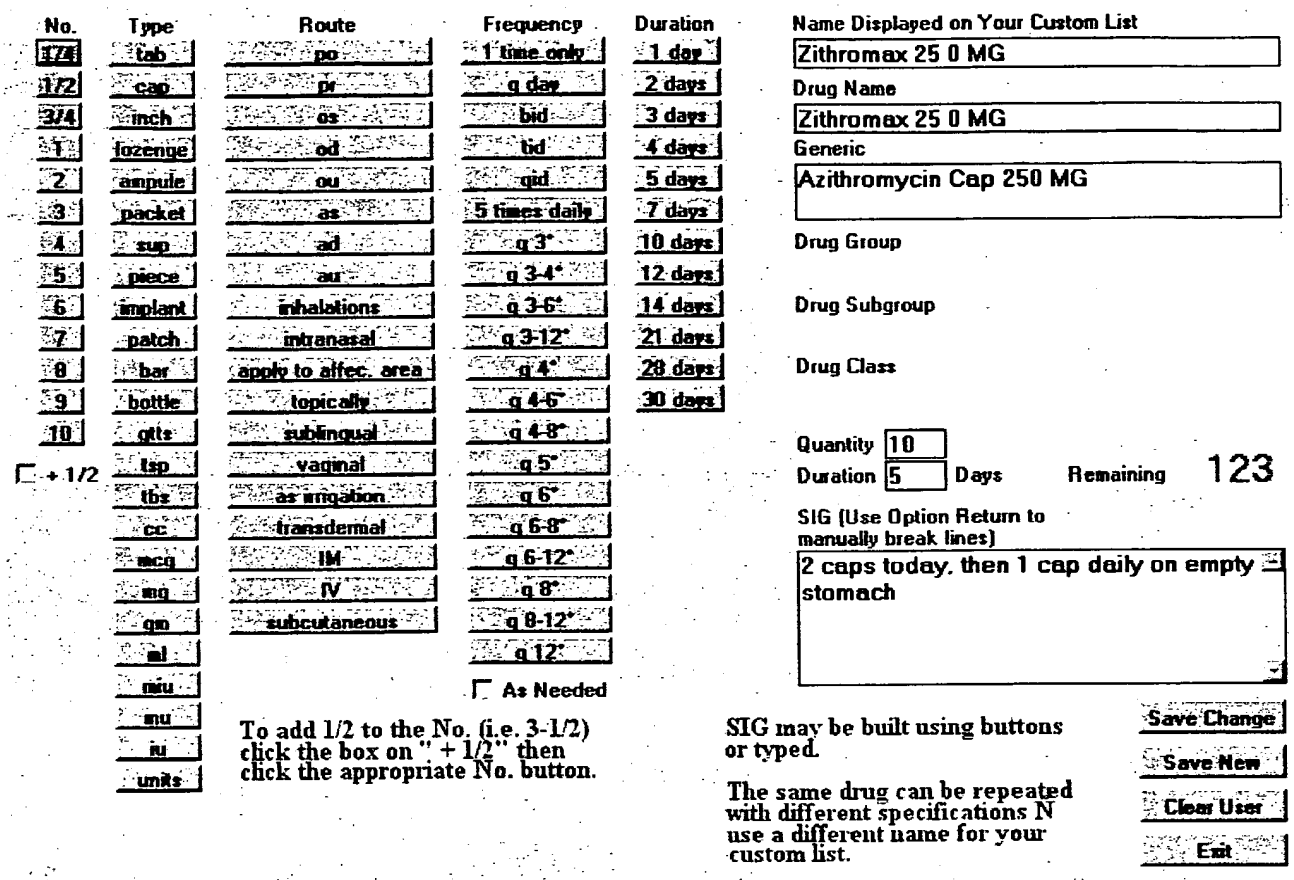
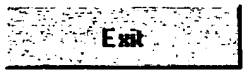


Figure 9: Zithromax 250 Drug Screen

(Image: zithromax_250-er0149.bmp)

9. Edit the display name, drug name, generic, quantity, duration and SIG fields as required.

10. Click the Save New. (returns to custom drug list)



11. Click the Exit button.

Modifying Custom Prescription Menus

From the "Active Patient List" screen

1. Click the Utilities button.

2. Click on the Edit Doctor Drug Prescription Pref. List button.

3. Enter your password in the password prompt window
4. Click on the Continue button.

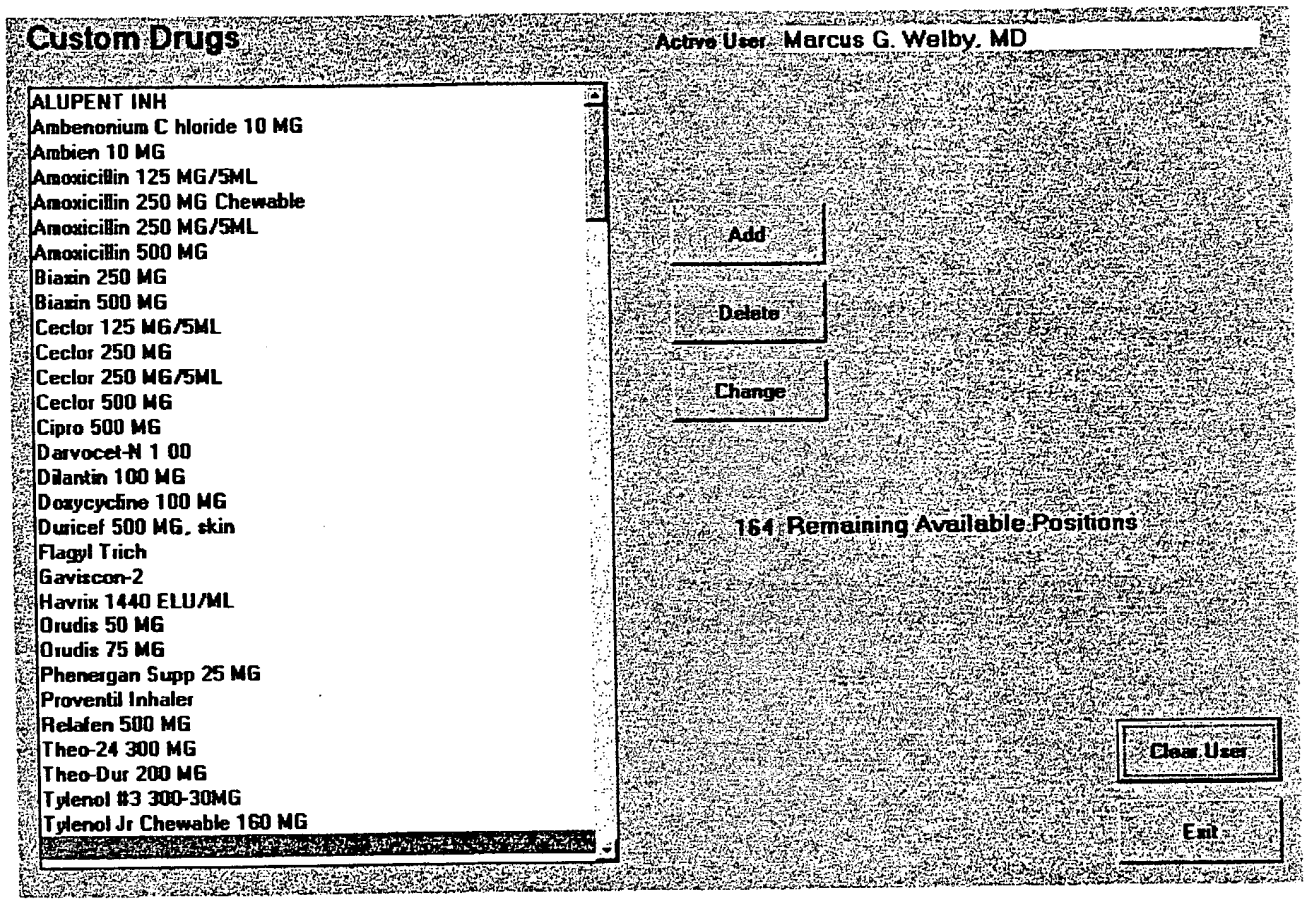


Figure 10: Custom Drugs (prescription menu)

(Image: custom-drugs_prescription-er0134.bmp)

5. Select (*click on*) the drug to be modified from the drug list at left of screen.

6. Click on the Change button.

Modifying Custom Prescription Menus (continued)

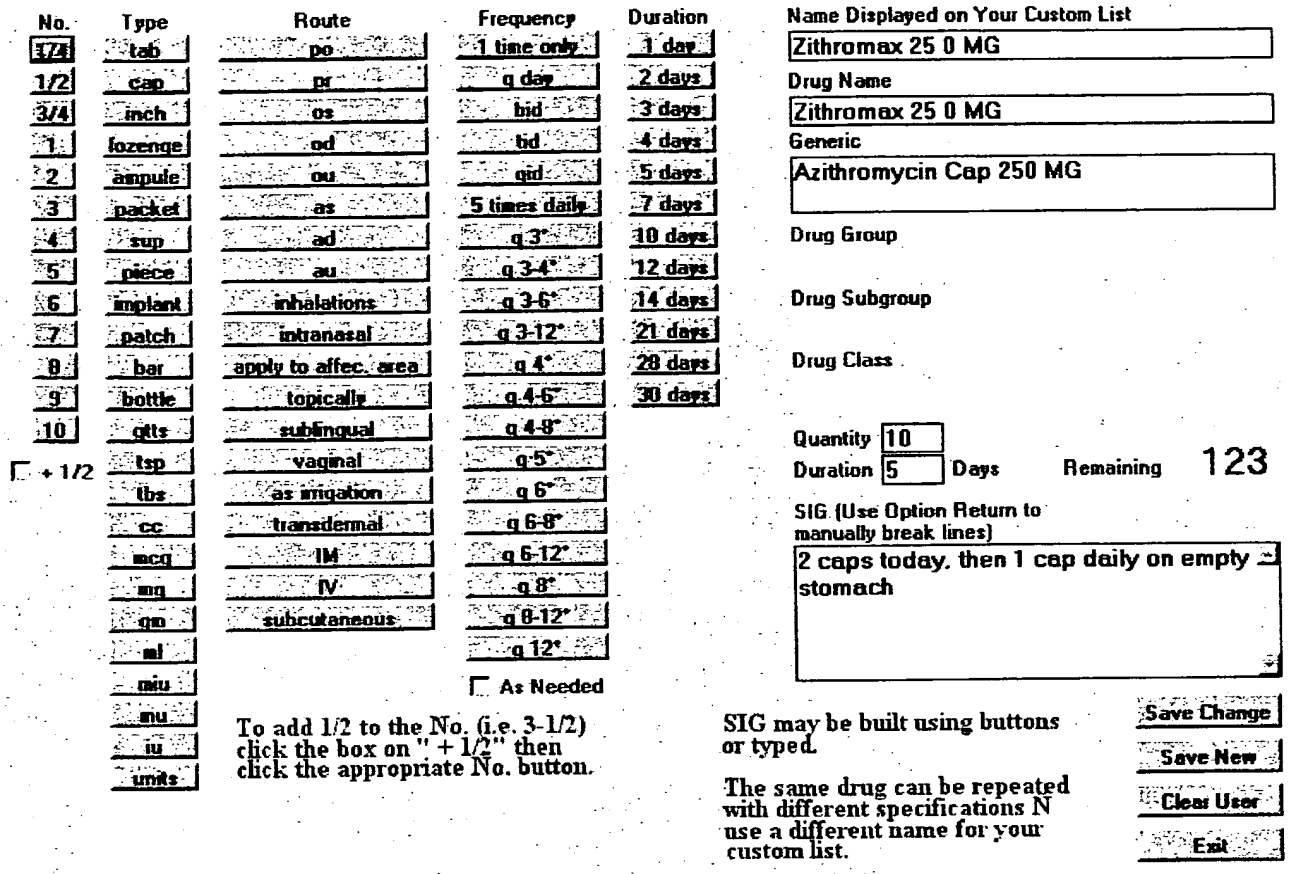


Figure 11: Zithromax 250 Drug Screen

(Image: zithromax_250-er0149.bmp)

7. Edit the display name, drug name, generic, quantity, duration and SIG fields as required.

Save Change

8. Click the Save Change button. (returns to custom drug list)

Exit

9. Click the Exit button.

Deleting Custom Prescription Menu Entries

From the "Active Patient List" screen

1. Click the Utilities button.

2. Click on the Edit Doctor Drug Prescription Pref. List button.

3. Enter your password in the password prompt window
4. Click on the Continue button.

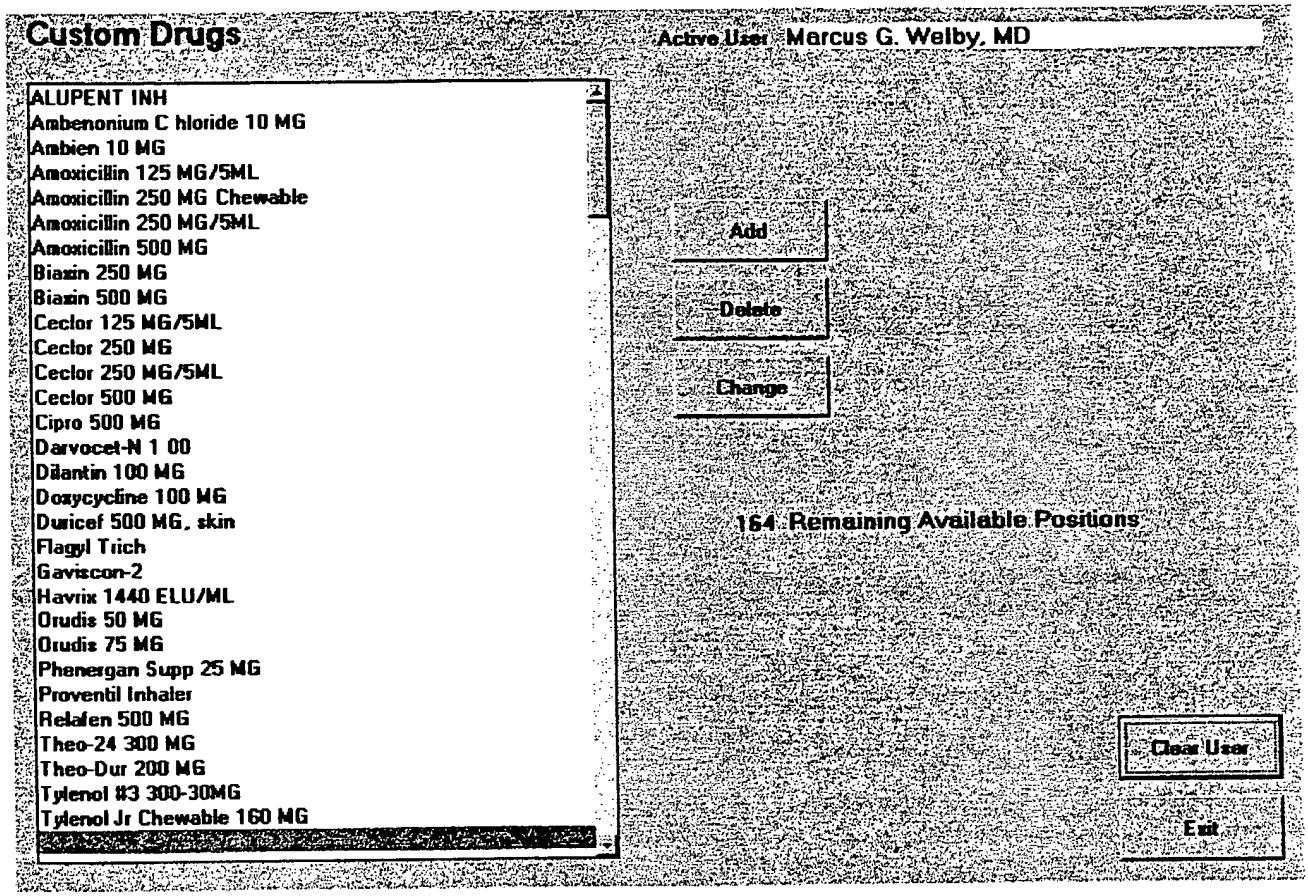


Figure 12: Custom Drugs (prescription menu)

(Image: custom-drugs_prescription-er0134.bmp)

5. Select (*click on*) the drug to be deleted from the drug list at left of screen.
6. Click on the Delete button.

7. Click on the Exit button.

Tips and Hints: Prescription Menu Entries

- A different version of a drug can also be entered and Save New will save the additional version without changing the previous version.

- Note that 165 drugs can be listed in the custom drug list. The Remaining Available Positions notes how many positions remain.

Managing Custom Medications Menus

Creating Custom Medication Menus for Administration in the ED

From the "Active Patient List" screen

1. Click the Utilities button.

2. Click on the Edit Doctor Drug Order Pref. List button.

3. Enter your password in the password prompt window
4. Click on the Continue button.

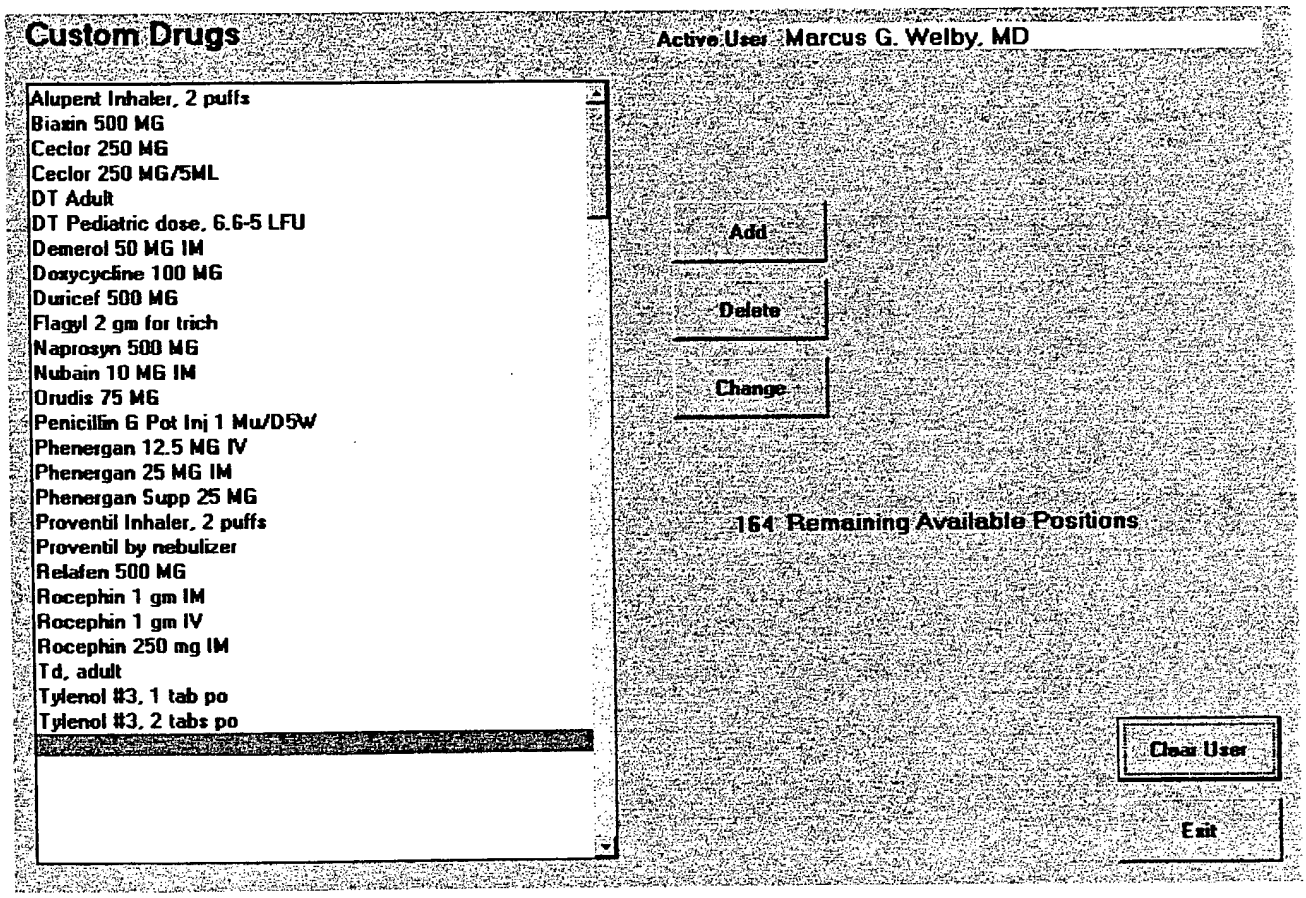


Figure 13: Custom Drugs (drug order menu)

(Image: custom-drugs_order-er0134.bmp)

5. Click the Add button.

Creating Custom Medication Menus for Administration in the ED (continued)

Option 1: By Drug Name

6. Enter the first two (or more) letters of the drug name.

7. Click on the Find button.

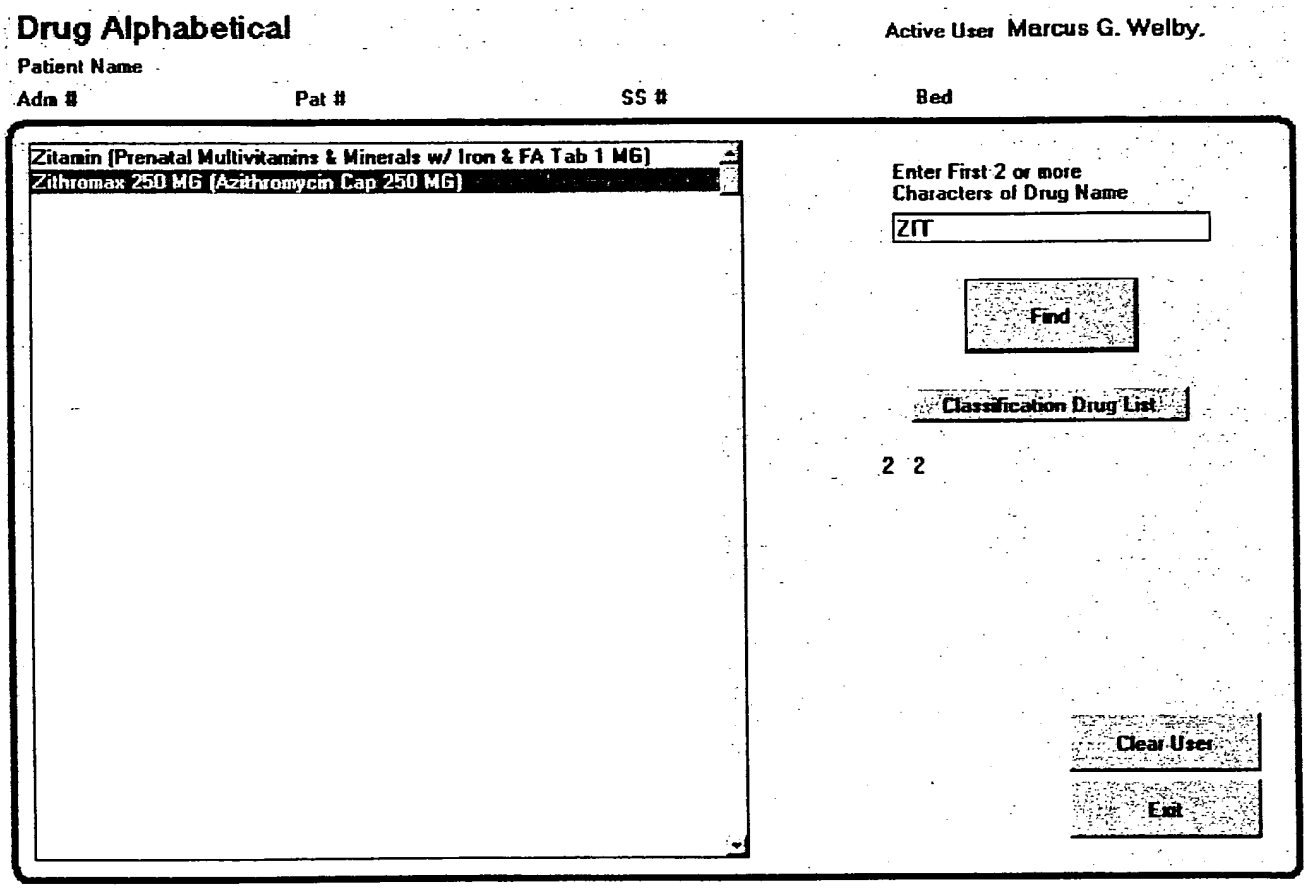


Figure 14: Drug Alphabetical

(Image: drug-alphabetical_zit-er0139.bmp)

8. Select (***Double click***) the drug.

Creating Custom Medication Menus for Administration in the ED (continued)

Option 1: By Drug Name (continued)

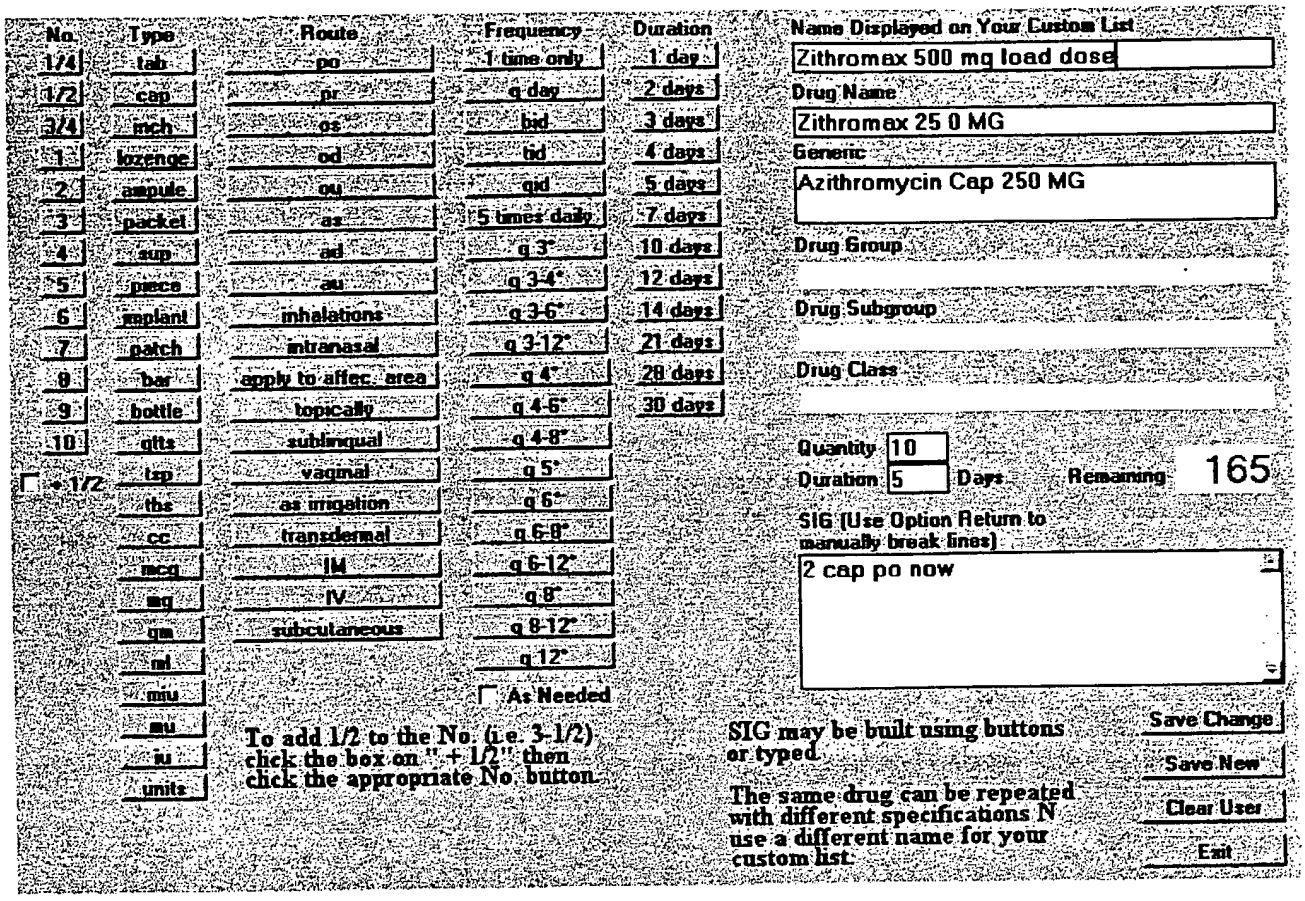


Figure 15: Zithromax 500 mg Drug Screen

(Image: zithromax_500-er0149.bmp)

9. Edit the display name, drug name, generic, quantity, duration and SIG fields as required.

10. Click the Save New. (returns to custom drug list)

11. Click the Exit button.

Creating Custom Medication Menus for Administration in the ED (continued)

Option 2: By Drug Classification

Classification Drug List 6. Click on the Classification Drug List button.

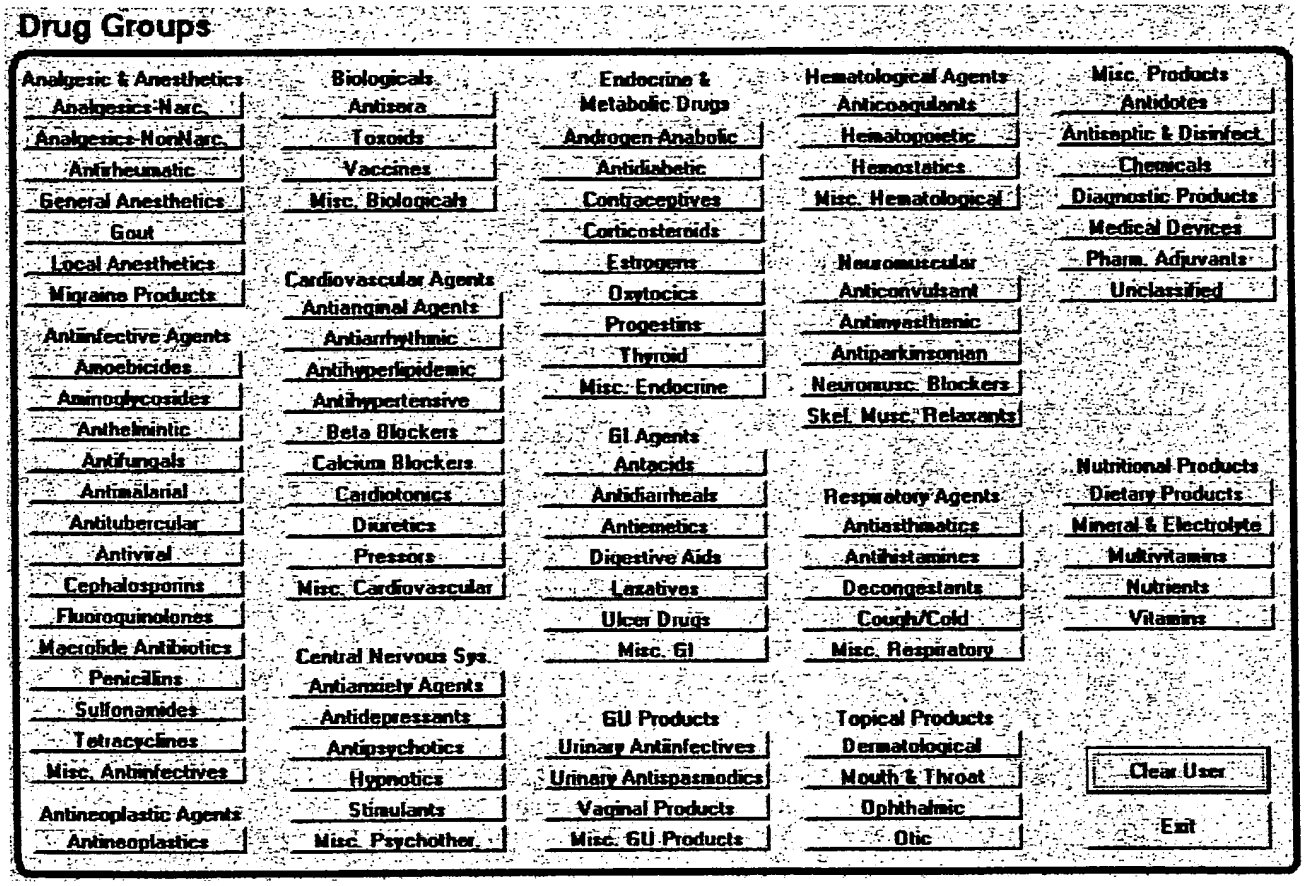


Figure 16: Drug Class

(Image: drug-groups-er0141.bmp)

7. Click on the appropriate drug group button.
   (ex. Macrolide Antibiotics)

Creating Custom Medication Menus for Administration in the ED (continued)

Option 2: By Drug Classification(continued)

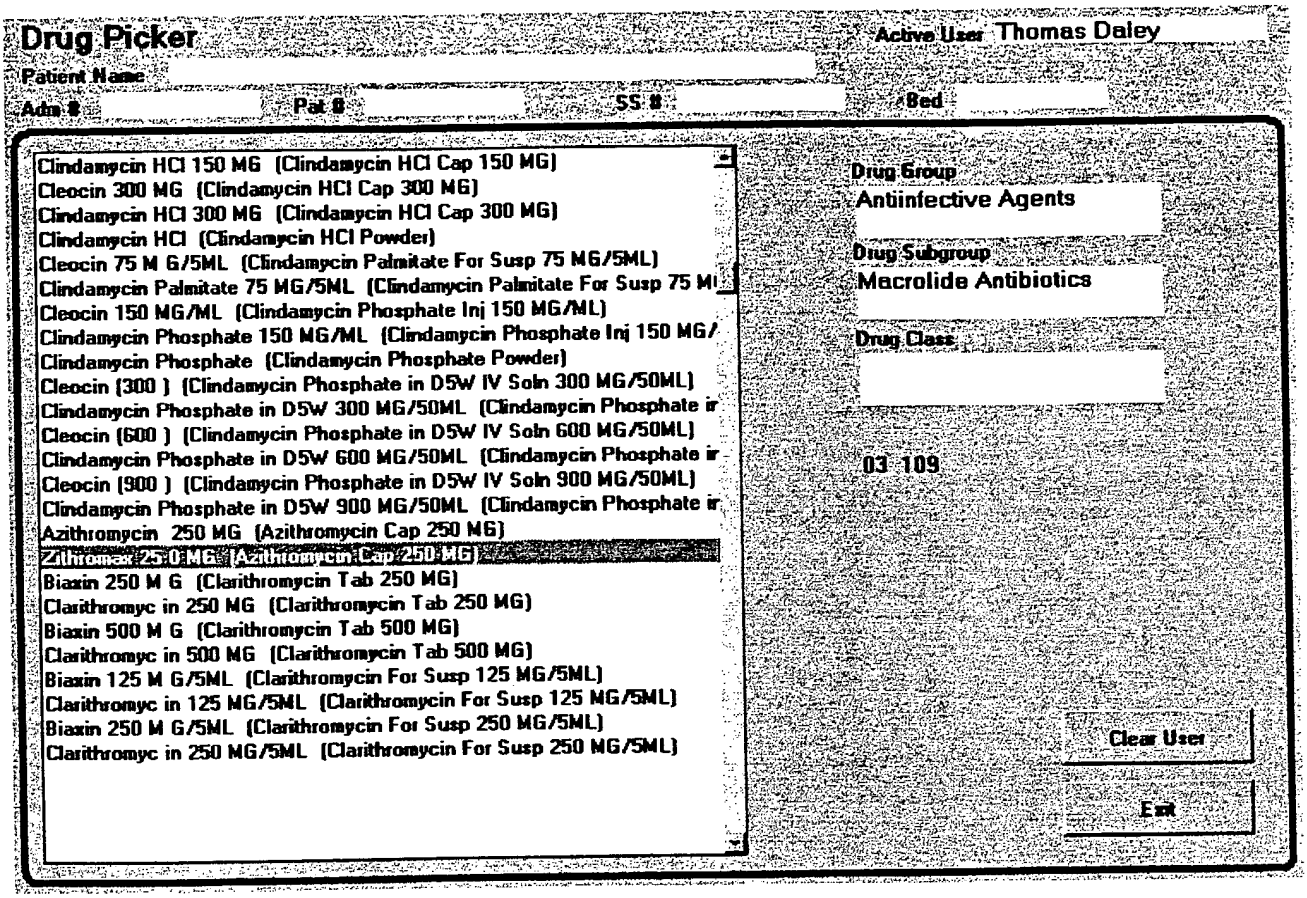


Figure 17: Drug Picker

(Image: drug-picker_zit-er0143.bmp)

8. Select (***Double click***) the drug.

Creating Custom Medication Menus for Administration in the ED (continued)

Option 2: By Drug Classification (continued)

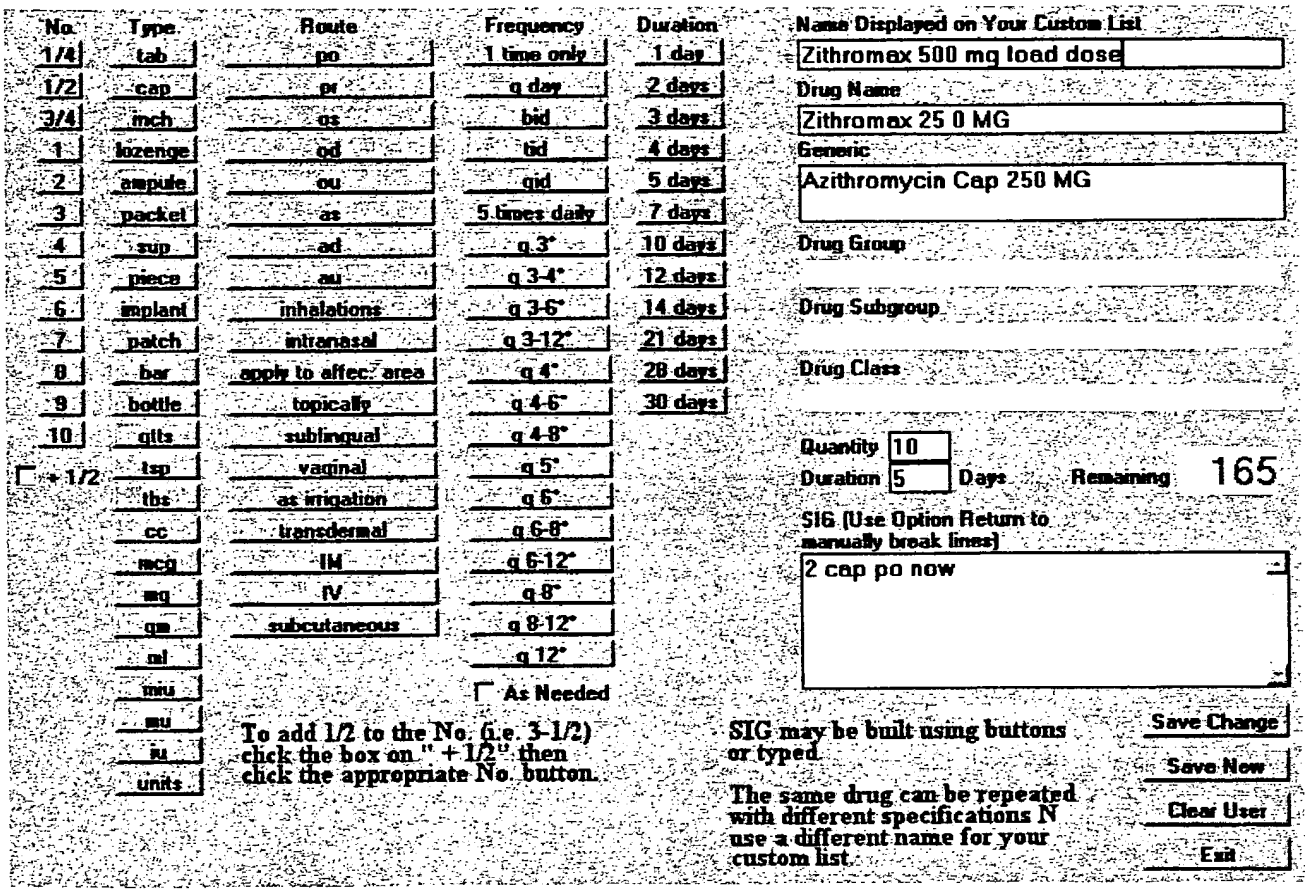
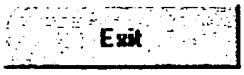


Figure 18: Zithromax 500 Drug Screen

(Image: zithromax_500-er0149.bmp)

9. Edit the display name, drug name, generic, quantity, duration and SIG fields as required.

10. Click the Save New. (returns to custom drug list)



11. Click the Exit button.

Modifying Custom Medication Menus for Administration in the ED

From the "Active Patient List" screen

1. Click the Utilities button.

2. Click on the Edit Doctor Drug Order Pref. List button.

3. Enter your password in the password prompt window
4. Click on the Continue button.

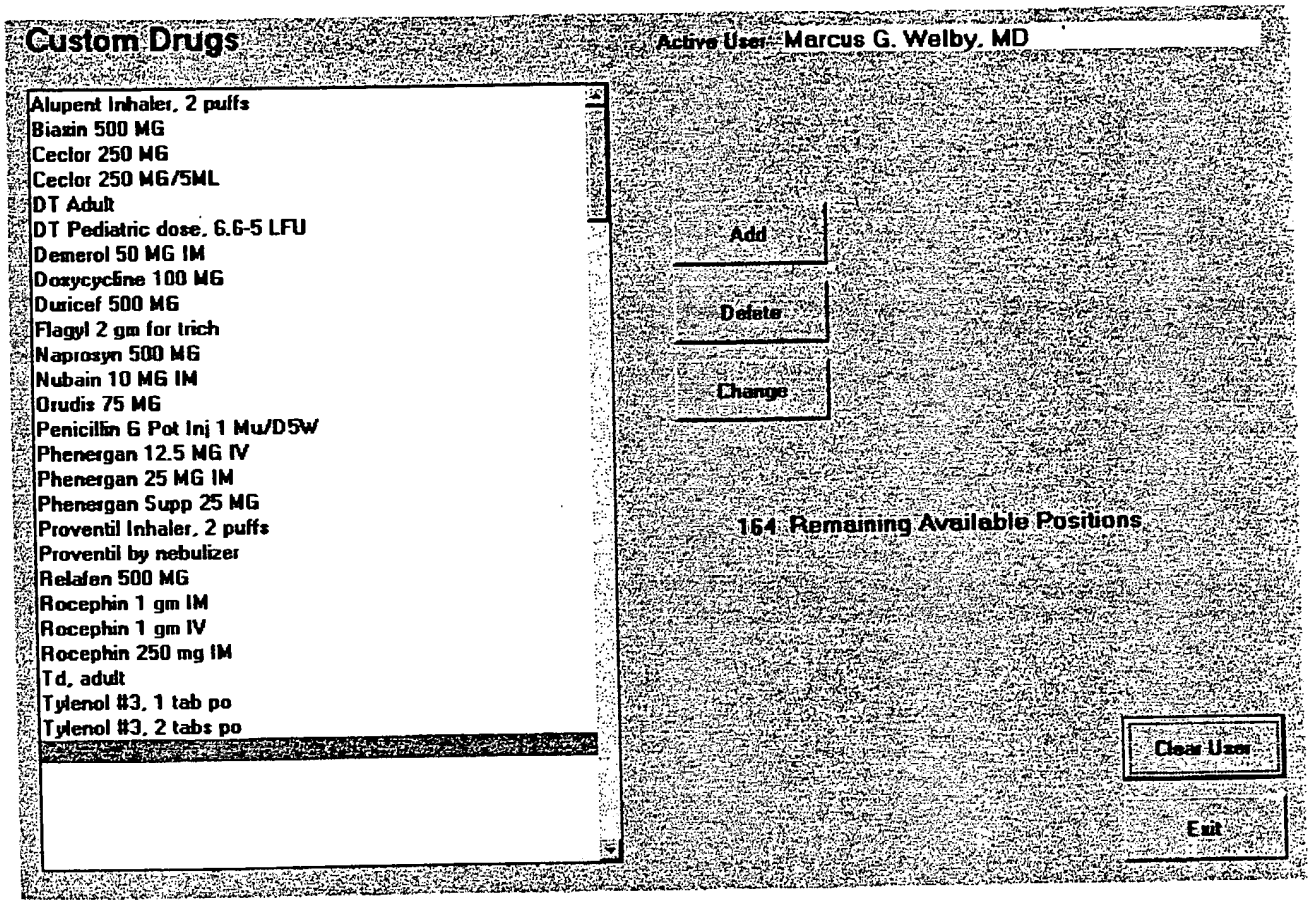


Figure 19: Custom Drugs (order menu)

(Image: custom-drugs_order-er0134.bmp)

5. Select (*click on*) the drug to be modified from the drug list at left of screen.

6. Click on the Change button.

Modifying Custom Medication Menus for Administration in the ED (continued)

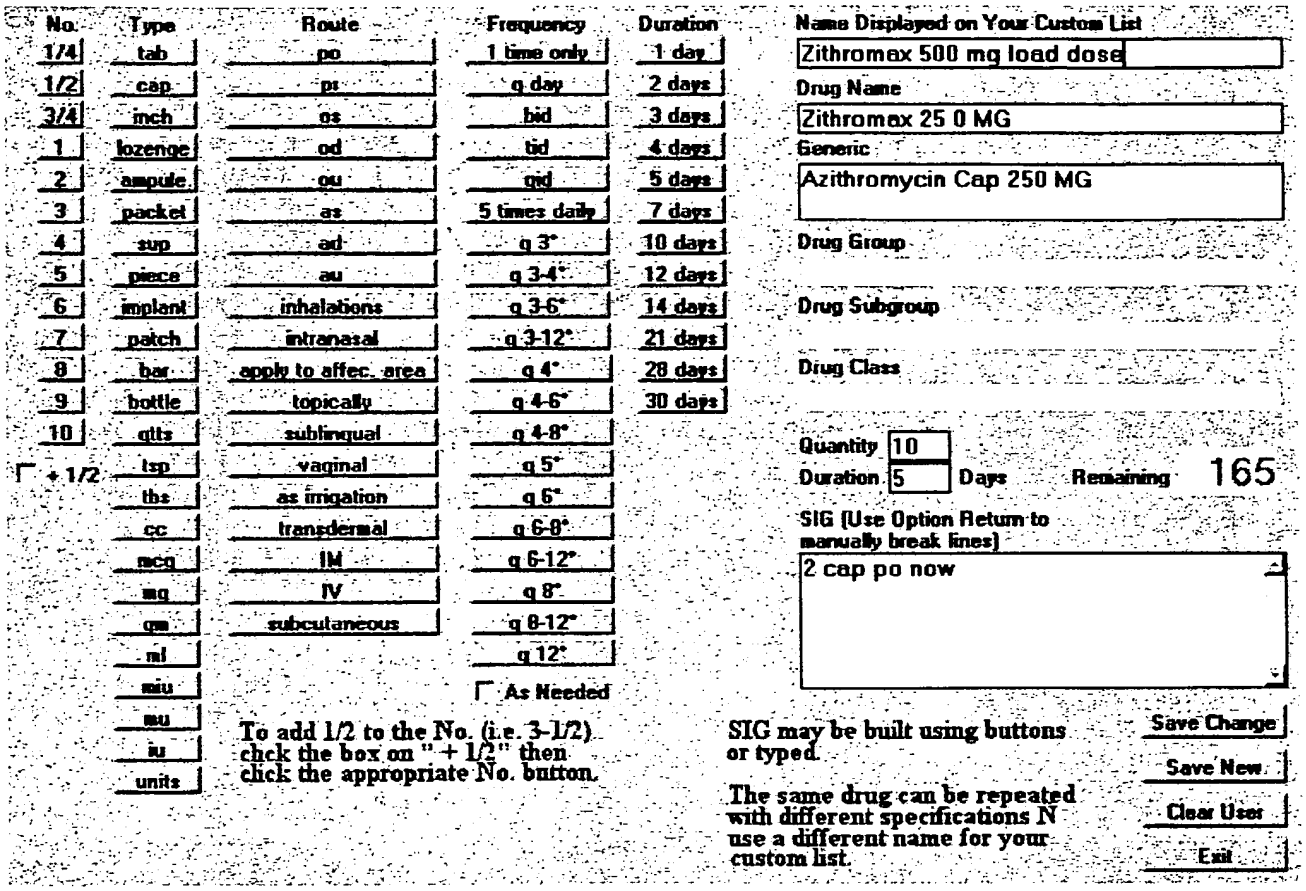


Figure 20: Zithromax 500 Drug Screen

(Image: zithromax_500-er0149.bmp)

9. Edit the display name, drug name, generic, quantity, duration and SIG fields as required.

Save Change

10. Click the Save Change button. (returns to custom drug list)

Exit

11. Click the Exit button.

Deleting Custom Medications Menu Entries

From the "Active Patient List" screen

1. Click the Utilities button.

2. Click on the Edit Doctor Drug Order Pref. List button.

3. Enter your password in the password prompt window
4. Click on the Continue button.

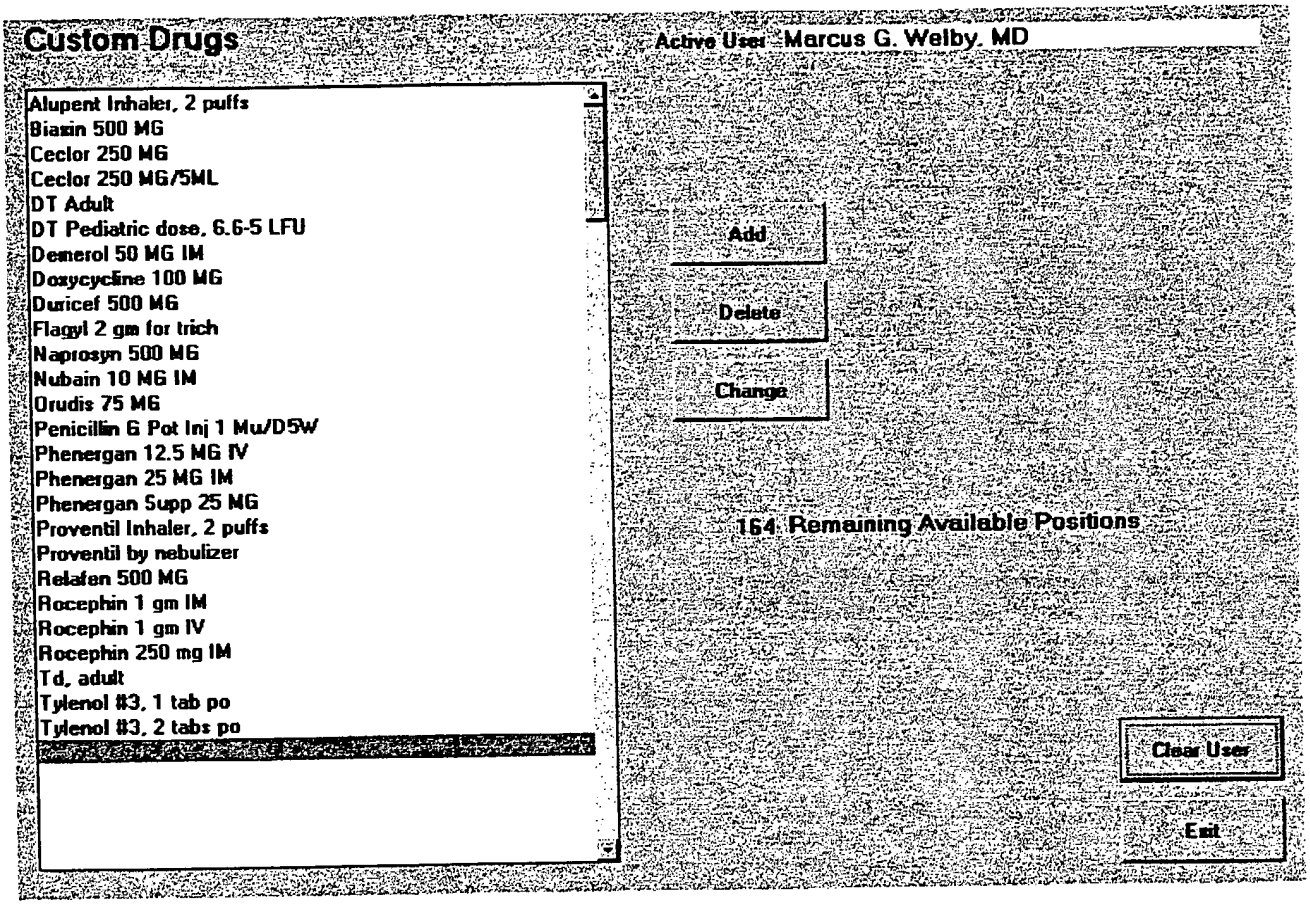


Figure 21: Custom Drugs (order menu)

(Image: custom-drugs_order-er0134.bmp)

5. Select (*click on*) the drug to be deleted from the drug list at left of screen.

6. Click on the Delete button.

7. Click on the Exit button.

Tips and Hints: Medications Menu Entries

- A different version of a drug can also be entered and Save New will save the additional version without changing the previous version.

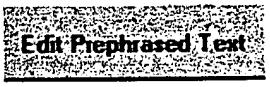
- Note that 165 drugs can be listed in the custom drug list. The Remaining Available Positions notes how many positions remain.

Managing Custom Prephrased Text

Creating Custom Prephrased Text Items

From the "Active Patient List" screen

1. Click the Utilities button.



2. Click on the Edit Prephrased Text button.
3. Enter your password in the password prompt window
4. Click on the Continue button. This will open the Physician Specific Prephrased Text.

5. Click the New Blank button at right of screen.
6. Select the appropriate medical record category from the pull-down menu.

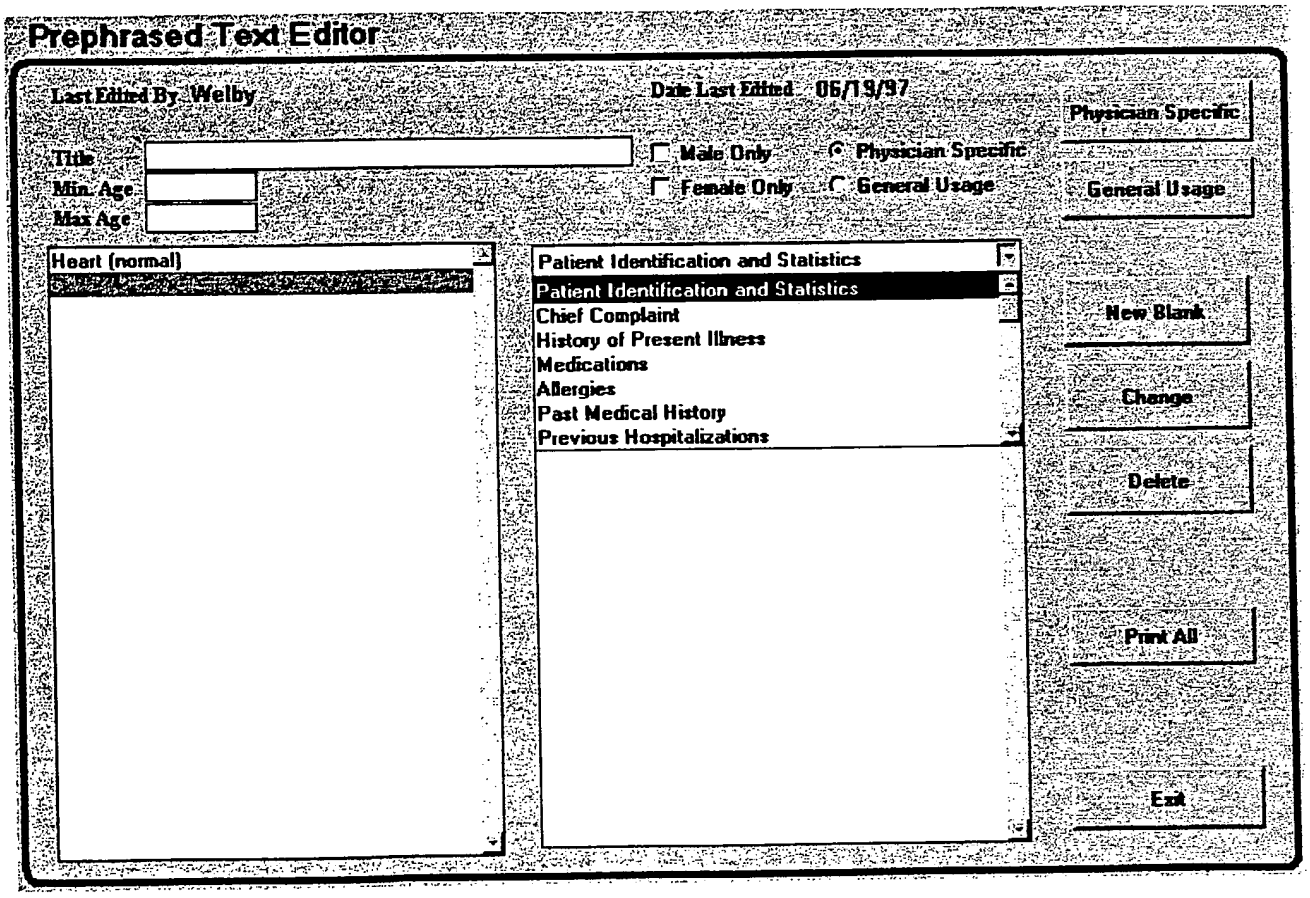


Figure 22: Prephrased Text Editor (Physician Specific, new blank)

(Image: prephrased-text-editor_1-er0366.bmp)

7. Enter desired text in the Title. Age and Text (center) fields as appropriate.

8. Click the Change button at right of screen.

9. Click on the Exit button at right of screen.

Modifying Custom Prephrased Text Items

From the "Active User" screen

1. Click the Utilities button.

2. Click on the Edit Prephrased Text button.
3. Enter your password in the password prompt window
4. Click on the Continue button. This will open the Physician Specific Prephrased Text.

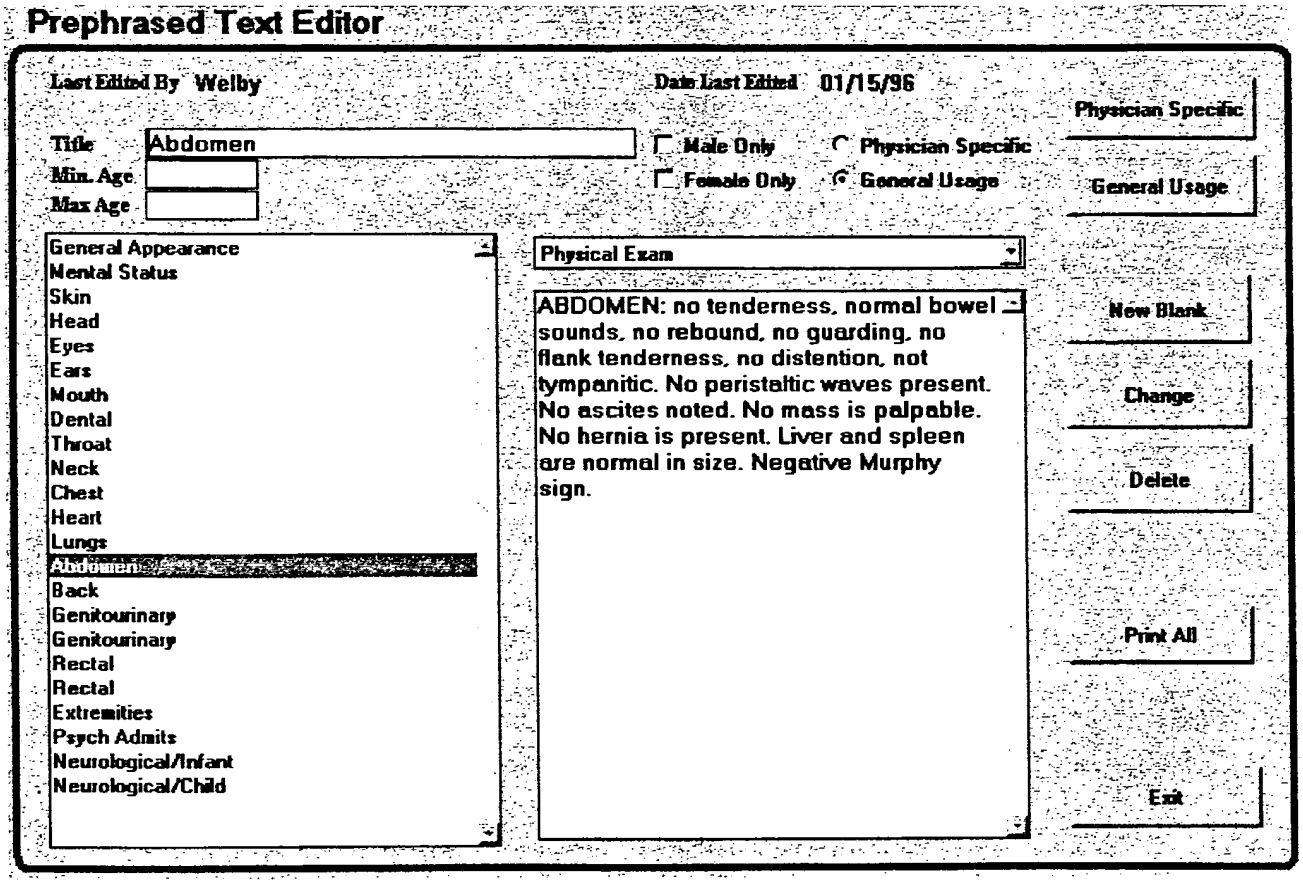


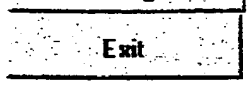
Figure 23: Prephrased Text Editor (General Usage, Abdomen selected)

(Image: prephrased-text-editor_2-er0366.bmp)

or

5. Click the Physician Specific or General Usage button at right of screen.
6. Select (***Double click***) the prephrased text title you wish to modify
7. Enter desired modifications to the text.

8. Click the Change button at right of screen.



9. Click on the Exit button at right of screen.

Deleting Custom Prephrased Text Items

From the "Prephrased Text Editor" screen

1. Select (***Double click***) the prephrased text title you wish to delete

2. Click on the Delete button.

3. Click on the Exit button at right of screen.

Tips and Hints: Prephrased Text

- The General Usage list is editable and displayable by all physicians.
- The Physician Specific list is only editable and displayable by the physician account it was created under.

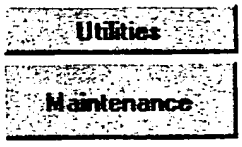
TeleMed Data Maintenance

CAUTION

Do not attempt to use the Data Maintenance function if your are not experienced with it. Typically, this function will be used with the assistance of RLIS/TeleMed Support personnel.

Accessing the Data Maintenance Screen

From the "Active Patient List"



1. Click the Utilities button.
2. Click on the Maintenance button.
3. Enter your password in the password prompt window
4. Click on the Continue button.

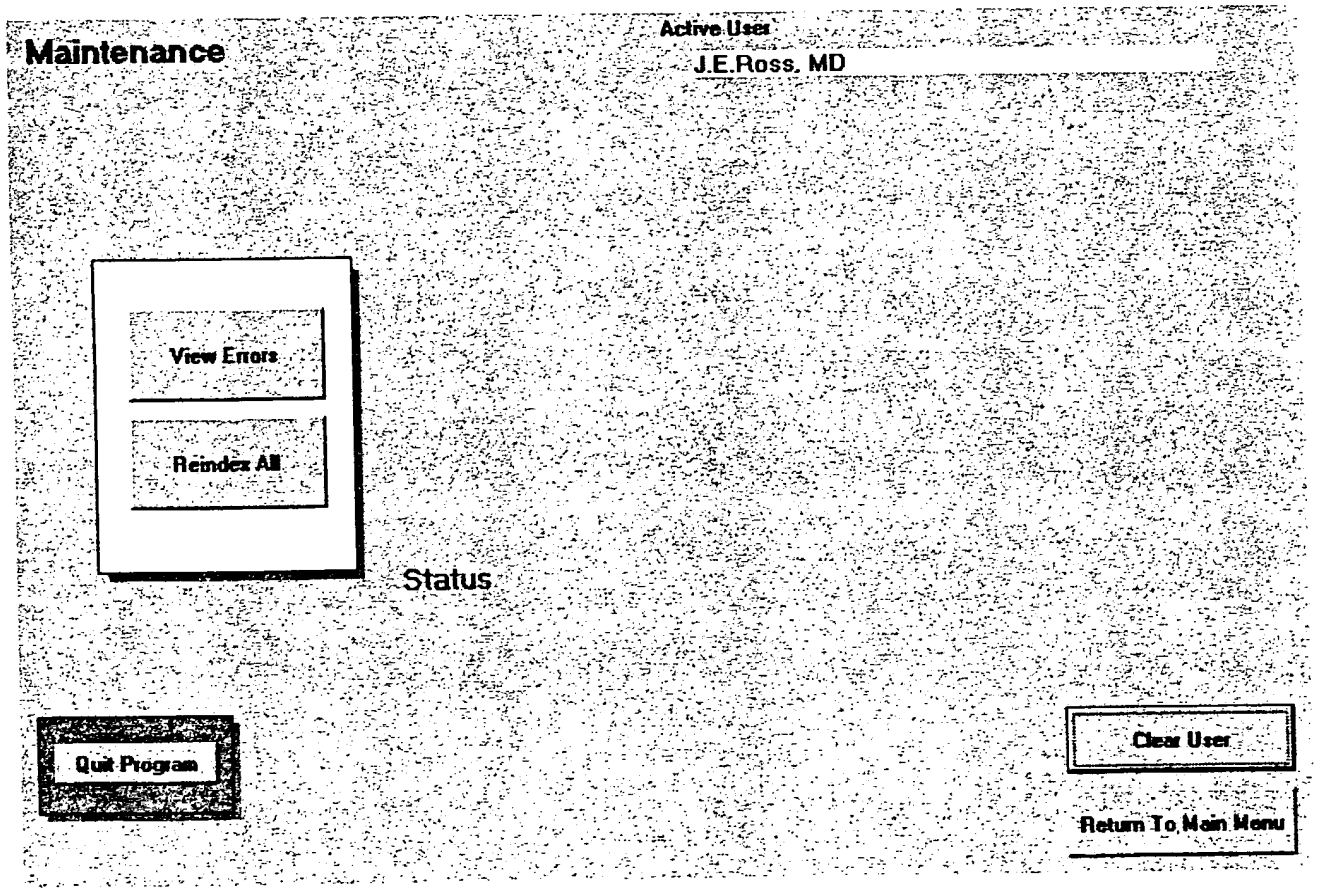


Figure 24: Maintenance

(Image: maintenance-er0184.bmp)

Viewing Errors

From the "Maintenance" screen

1. Click the View Errors button.

The error log is a list of system errors to assist TeleMed programmers in locating problems. During phone conversations with TeleMed support personnel, the System Manager maybe asked for information contained in the error log.

2. To exit, press your **Esc** key.

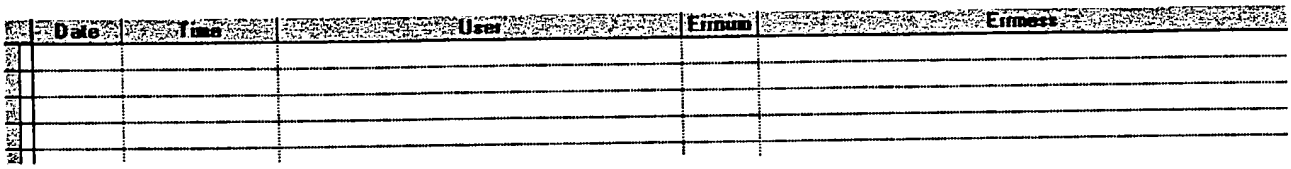


Figure 25: Error Log Table

(Image: error-log.bmp)

Reindex (all) Data

From the "Maintenance" screen

CAUTION: Do NOT stop this process once started.

1. Click the Reindex All button.

Reindex All is a data recovery utility in the unlikely event that a data index has a problem. Although reindexing normally cannot damage any data, it should be used with care since, with a large accumulation of medical information, it may take a significant amount of time to complete. **Status** (refer to Figure 24: Maintenance, page 42) will indicate how many tables remain to be indexed and will indicate when the reindex process is complete.

Testing TeleMed Changes

System managers can use the simulated patient function to enter pretend patients for teaching or experimentation. Entries made while in this mode will not be counted in any department statistics.

Testing TeleMed with a Simulated Patient

From the "Medical Information" screen

1. Click the Physician button at the right of screen.

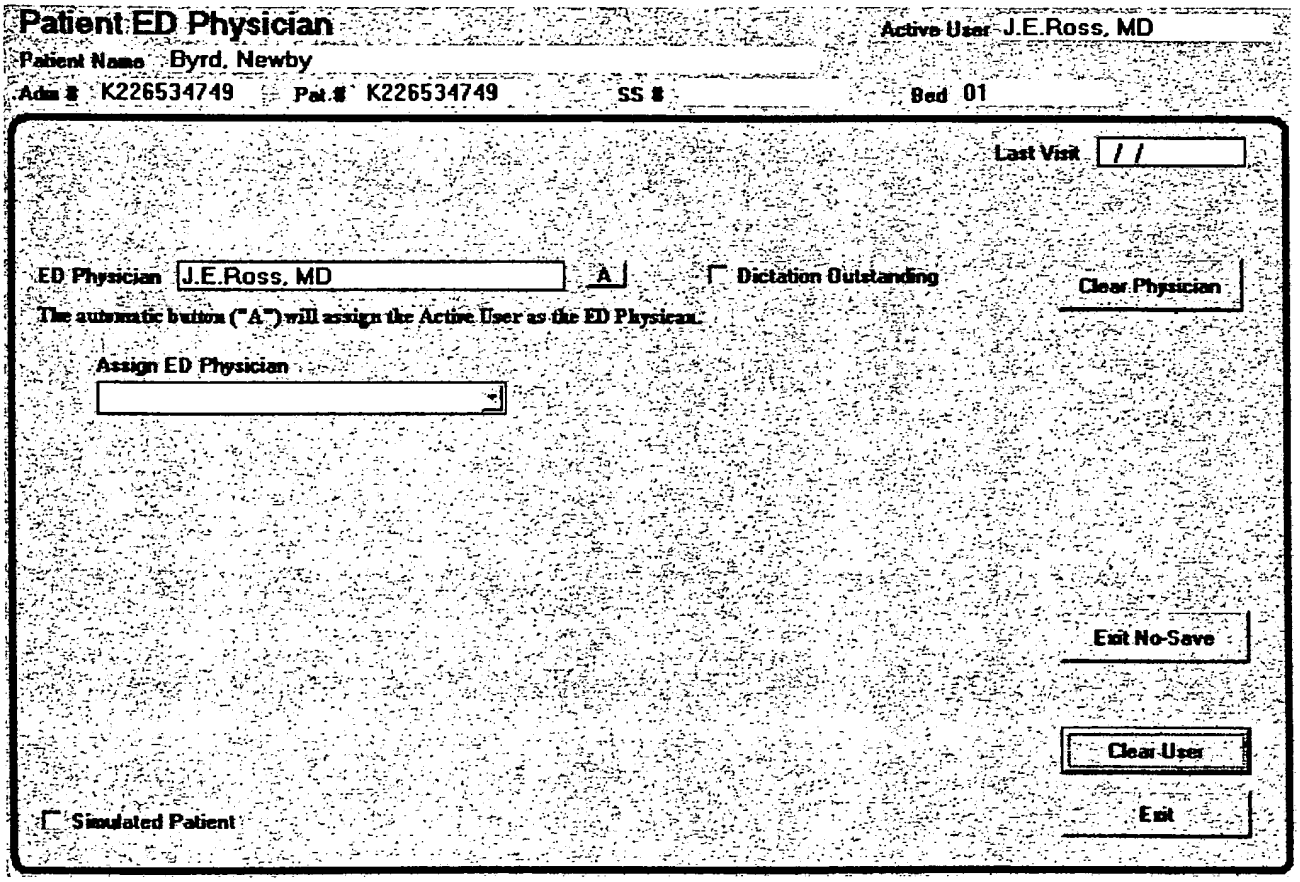
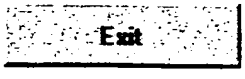


Figure 26: Patient ED Physician

(Image: patient-ed-physician-er0233.bmp)

2. Check the **Simulated Patient** checkbox at lower left of screen



3. Click the Exit Button.

Chapter 3: TeleMed Support Services

TeleMed™ Service

Under the TeleMed Service program, RLIS provides support services to your local help desk and users. It's the practical, economical solution for hospitals with distributed information service groups and TeleMed software users. Three levels of support are offered under this program:

- **Platinum Key Support:** Includes toll-free help desk (standard and advanced), master copies of all maintenance releases, Quarterly Updates† and periodic upgrades† to the current version of your licensed software and On-Site‡ Technical Support.
- **Gold Key Support:** Includes toll-free help desk (standard and advanced), Quarterly Updates† and periodic upgrades† to the current version of your licensed software and "fee per visit" on-site technical services.
- **Silver Key Support:** Provides all Quarterly Updates† and periodic upgrades† to the current version of your licensed software and "fee per call and per visit" technical services.

Support Provided	Platinum Key	Gold Key	Silver Key
Standard Help Desk (toll free) covering common operating errors, how-to questions and less complex problems.	24x7	8am - 5pm (CT)	Fee per call
Advanced Help Desk (toll free) For more complex problems, including those requiring program modification, RLIS senior staff is available between 8 AM and 5 PM Central time	8am - 5pm (CT)	8am - 5pm (CT)	Fee per call
Remote Service (requires Remote Link Option)	Optional	Optional	Optional
On-Site Service If necessary, RLIS will dispatch a technician to the customer's site	Yes	Fee per visit	Fee per visit
TeleMed Maintenance Releases	Yes	Yes	Yes
TeleMed Quarterly Updates	Yes	Yes	Yes
TeleMed Periodic Upgrades	Yes	Yes	Yes
TeleMed Functional Upgrades	No	No	No

- **Remote Link Discount Option:** When selecting the Remote Link Option, all sites that provide TeleMed dedicated ISDN connection(s) to their TeleMed servers will receive a discount on any of the three support options.

† see "Definitions" section for descriptions ‡ as determined by TeleMed Service staff

Contacting TeleMed Help Desk

You can reach TeleMed support via phone or fax.

Phone: 800-496-7547
Fax: 210-495-8899

Appendixes

Appendix A: TeleMed License Agreement

RLIS and Licensee agree that the following terms and conditions will apply to all computer program products, user manuals, other documentation and services ("Program(s)") provided by RLIS to Licensee including Program(s) specified in any "Schedule" executed by both parties. The term Program(s) also includes any subsequent updates, modifications and enhancements to the Program(s) that are furnished by RLIS to Licensee.

1. License. RLIS hereby grants to Licensee a nonexclusive license (the "License") to use the Program(s) internally in the United States in accordance with the terms and conditions set forth in this Agreement and the relevant "Schedule." The License authorizes the use of the Program documentation furnished by RLIS and the use of any subsequent updates to the Program(s) that are furnished by RLIS to Licensee. The License authorizes the Licensee to Install or use the copy of the Program(s) furnished to Licensee, and the back-up or archival copy made by Licensee, only on a single central processing unit ("CPU") (or authorized server(s) and workstation(s) under the network option license) identified by machine identification numbers provided by Licensee to RLIS. Installation or use of the Program(s) on more than one CPU at the same time requires a separate License for each such installation or use. Licensee may physically transfer the Program(s) from one CPU to another, provided that the Program(s) reside on only one CPU at a time. Licensee may not install the Program(s) on a network or electronically transfer the Program(s) from one CPU to another via a network, unless Licensee has obtained a network option for the Program from RLIS.

If RLIS delivers a network option for the Program(s) to Licensee, each such option shall consist of a network option license which shall authorize the Licensee to install and operate the Program(s) or the licensed server or workstation part of the Program(s), as the case may be, on a single authorized server or multiple workstations or clients identified by a machine identification number and located at a site provided by Licensee to RLIS so that the Program(s) may be accessed by users only in a network designated by Licensee only by means of the authorized server(s).

Unless otherwise specified in the relevant "Schedule", the maximum number of concurrent users for Program(s) licensed in a network option shall be limited to the maximum number of licenses granted to Licensee and in effect for such Program(s) or, in the case of updates to the Program(s) delivered under Support Services, the maximum number of licenses for which Licensee has purchased Support Services. Use of Programs in a network option by additional concurrent users shall require that Licensee purchase a commensurate number of additional licenses or, in the case of updates, Support Services for a commensurate number of licenses.

Licensee shall promptly notify RLIS of any changes in the machine identification number or location of the authorized servers(s) or workstation(s) or CPU(s) from the one originally specified. If Licensee wishes to substitute a different authorized server or workstation or CPU under this Agreement, Licensee shall notify RLIS and RLIS shall either provide the Program(s) on the different authorized server or workstation or CPU or enable the existing Program(s) to operate on the different authorized server or workstation or CPU as soon as reasonably practicable and Licensee shall pay RLIS the amount, if any, specified in the relevant "Schedule" attached hereto.

The Licenses cannot be assigned, sublicensed or otherwise transferred to another person or legal entity without the prior written consent of RLIS, except that Licensee may permit its majority owned subsidiary to exercise any of Licensee's rights under this Agreement, provided that (i) such subsidiary agrees (in a writing provided to RLIS if so requested) and Licensee hereby represents that subsidiary will comply with all the terms and conditions of this Agreement, and it does so comply, (ii) Licensee shall be liable for any violations of the terms and conditions contained herein, and (iii) no such subsidiary is in either direct or indirect competition with RLIS as a provider of computer-aided software engineering products or products to develop, implement and maintain business critical information systems.

The Program(s) may contain an automatic shut-off or time out feature which will disable the Program(s) after a predetermined period of time if Licensee fails to provide RLIS with CPU, server or workstation or other machine identification numbers.

2. Term. This Agreement shall commence as of the date upon which this Agreement is signed by both parties and this Agreement and the License(s) shall continue unless and until terminated pursuant to the provisions set forth in this Agreement.

3. Charges. All fees are payable in US dollars. Upon receipt of the Program(s), the license and/or service fee payment terms set forth in the "Schedule" shall be due and payable. Payment shall be made at the office of RLIS, Inc. at 4319 Medical Drive #131-341, San Antonio, Texas 78229, or as otherwise directed by RILS, Inc. in writing. Should Licensee request that delivery of the Program(s) occur more than thirty (30) days after execution of the "Schedule", such fees shall be subject to any changes in RLIS' commercial list prices. Licensee shall pay all sales, use, excise, and similar taxes applicable to the Program(s) and this Agreement and shall reimburse RLIS for any such taxes paid by RLIS, excluding taxes based on the net income of RLIS.

4. Delivery. RLIS shall deliver the computer programs to Licensee in the form of CD-ROM(s), diskette(s), or tape(s) containing machine readable code F.O.B. San Antonio, Texas, USA. In addition, RLIS shall provide Licensee with one set of RLIS' current user manual(s) for each computer program licensed hereunder describing the operation and use of that computer program.

5. Installation. RLIS shall install the computer programs as set forth in the Performance Criteria Checklist attached to this Agreement and executed by the parties.

6. Protection of Program. Licensee acknowledges that RLIS retains all title, copyrights, patents and other proprietary rights in and to the Program(s), including any and all copies, updates, modifications, enhancements, translations and other derivative works that duplicate or are based thereon. If RLIS provides consulting services, including on-site services or training services (collectively, the "Consulting Services") in connection with Licensee's use of the Program(s), such Consulting Services shall be provided at RLIS' then current rates. Licensee agrees any updates, modifications, enhancements, and translations to the Program(s) shall be the sole and exclusive property of RLIS, subject to use by the Licensee under the terms of this Agreement. Notwithstanding the foregoing, RLIS makes no claim of any proprietary rights in the output generated by Licensee's authorized use of the Program(s or other code created by use of the Program(s).

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Licensee shall limit access to the Program(s) to its employees and agents whose responsibilities require such access, and Licensee shall adopt reasonable measures to assure that its employees and agents will make no disclosure of the Program(s) or the information contained therein to other persons or legal entities. Licensee agrees to treat any computer program code and documentation furnished to Licensee as a confidential trade secret and valuable asset of RLIS and agrees that such code shall not be used for any purpose other than to assist in the normal use of the Program(s) as defined in the user manuals provided with the Program(s). In particular, but without limitation, Licensee agrees it will not decompile, disassemble or attempt in any way to reverse engineer or access the source code, excluding such access to source code as may be required by law, or to develop a competing product based on the Program(s). Licensee shall not rent, loan, or permit any timesharing or service bureau use with respect to the Program(s).

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8. Support Services. RLIS will provide the Support Services (as hereinafter defined) for the Program(s) free of charge during the Warranty Period, if any, set forth in the "Schedule" applicable to such Program(s) and at the then-current Support Service fee(s) thereafter. Prior to the expiration of the Warranty Period, if any, and at each Support Service renewal thereafter, Licensee may select one of the Support Services options in RLIS' then current published price list ("TeleMed Services") and RLIS shall provide the Support

Services at the then current fee(s) in acceptance with the terms of the selected option as set forth in such price list. Updates to the Program(s) shall not extend the term of any Warranty Period.

WARNING: Failure to implement Quarterly Updates within the 45 day time period will result in automatic shutdown of the prescription and medications components of the TeleMed system.

Licensee assumes all risks arising from Licensee's failure to implement updates and any other corrections released by RLIS and from implementation of Program modifications not supplied by RLIS. Support Services will be provided by mail, telephone or on-site as specified under the Support Services option selected by Licensee.

Support Services for the first year of Support Services purchased by Licensee following the Warranty Period will be due forty-five (45) days prior to closure of Warranty Period. Support Services are renewable on an annual basis thereafter at RLIS' then-current applicable Support Services fees, which will be due on or before each anniversary of the expiration of the Warranty Period. If Licensee fails to renew Support Services, RLIS shall thereafter have no obligation to correct or support the Program(s). Notwithstanding the above, RLIS may at any time, upon one year's notice to Licensee, terminate Support Services for any Program(s).

9. Quarterly Updates. Quarterly Program updates are distributed by RLIS to implement changes in prescription, standard forms or medical information. These updates will be distributed the first business day of the following months: January, April, July, October. Quarterly Updates must be installed within 45 days of distribution.

WARNING: Failure to implement Quarterly Updates within the 45 day time period will result in automatic shutdown of the prescription and medications components of the TeleMed system.

NOTE: In the interest of practicing good medicine, these Quarterly Updates address: pharmaceutical database updates, 3rd party licensing terms, medical knowledge base updates and other enhancements as required for prudent medical practice.

10. Termination of License. RLIS may terminate this Agreement or the License for any and all Program(s), effective immediately upon written notice to Licensee, if Licensee fails to perform any of its obligations under this Agreement and fails to remedy such breach within thirty (30) days after RLIS gives Licensee written notice of the breach.

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14. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any circumstance shall be held to be invalid or unenforceable, the remainder of this Agreement and the application thereof to other circumstances shall be nevertheless valid. In lieu of such invalid or unenforceable provision, there shall be added automatically a provision as similar in terms to such invalid or unenforceable provision as may be possible and be legal, valid and enforceable

15. General. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any and all oral and prior written agreements, understandings and quotations relating thereto. No alteration, modification or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by officers of the parties. Printed terms and conditions on Licensee's Purchase Order(s) shall not apply to Program(s) obtained hereunder. This Agreement will be governed by, and construed and enforced in accordance with, the substantive law of the State of Texas, USA. The UN Convention on the International Sale of Goods shall not apply. The English language versions of this Agreement shall govern.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and legal representatives.

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